

EXECUTIVE SUMMARY

SUBJECT: Executive Summary, Privatization of Military Family Housing, Fort Carson, Colorado, DACA45-98-R-0024.

OBJECTIVE: The objective of this contract is to provide the best possible military family housing at Fort Carson, making the most of all of the financial resources available throughout the term of the Contract.

The U.S. Army Corps of Engineers, Omaha District, is soliciting proposals for a Contract which will privatize the military family housing program at Fort Carson, Colorado. This solicitation envisions a business relationship between the United States Army and a private entity to meet critical housing requirements more quickly and economically than the traditional military construction process. The resultant Contract will reflect an alliance between the Government and private industry to develop or provide, maintain, manage, revitalize or replace, and own family housing on the base. The purpose of the Contract will be to provide Fort Carson military personnel and their families housing facilities equivalent to that found in the private sector. This Contract would span a 50-year performance period, with one 25-year option, to provide housing accommodations for a minimum of 2,663 families.

The Department of Defense typically writes various Contract instruments based on numerous laws, statutes, guidelines, policies, and regulations. The conditions and requirements of this project are so unique that the typical procedures and formats used in Government Contracting are not feasible. The Military Housing Privatization Initiative (MHPI) was enacted into legislation as part of the Defense Appropriations Act for 1996 (Title XXVIII, Public Law 104-106, 10 U.S.C. 2871 et seq.). This legislation provides some flexibility in the privatization Contracting process for DOD agencies. It allows for numerous combinations of various enhancements to promote the construction of new housing with private sector financed business partners. This is a significant change from the traditional military construction and operation and maintenance programs.

The procurement method used by the Government is called a Request for Proposal, or RFP process. It includes the receipt of offers submitted by the private sector to accomplish the requirements in the solicitation. The solicitation will incorporate solicitation provisions by reference. The full text of these provisions will be provided to offerors upon request. This process considers technical issues as well as financial capabilities in determining the successful offeror. The offers are evaluated based on established criteria to determine the best overall value to the Government. The format of the offeror's proposal, specific items to be submitted as part of the proposal, and the evaluation criteria are provided in detail in the solicitation, in Attachment 1. In addition, offeror's should note that Standard Form 33 and the Representations, Certifications and Other Statements of Offerors, pages 12-13 through 12-23, must be completed and returned with the proposal. **Proposals are due 7 January 1999.** Offerors submitting proposals shall be given an opportunity to provide an overview of their proposal by oral presentation, limited to one

hour, after the date and time specified for receipt of proposals as detailed in Attachment 1. If the Government determines it to be necessary, discussions will be held and clarifications obtained after the initial evaluation. Any resultant changes will be reflected in the revised proposals submitted in response to the request for final revised proposals. These final revised proposals will be solicited only from the firms submitting proposals determined to be in the competitive range.

This project will include two major family housing projects involving both existing family housing and new family housing. Fort Carson currently has 1,823 existing housing units that vary in age, size, and condition. The successful Contractor will need to renovate these units in a phased renovation plan, with initial renovation and occupancy completed by no later than five years from the date of Contract award. A plan for future renovations needed during the Contract period to keep the property up to standard will also be evaluated as part of the proposal. Minimum renovation standards and levels of acceptability are defined in the RFP. In addition, 840 new family housing units will need to be constructed and completed within four years from the date of Contract award. The areas available on Fort Carson for the new units are defined in the solicitation, and on the map found at Attachment 11. The proposal should reflect the use of specific and/or all areas to be utilized for new family housing units. The construction of the new family housing units is similar to a community development program, including the infrastructure - streets, underground utility lines -- for each specific area, as well as various amenities and enhancements to the community.

To help offerors with their proposal development, standards and minimum acceptability levels are provided in the RFP and attachments. Maintenance records, copies of the current maintenance Contracts, and other historical data are available for viewing in the Documents Information Room at Headquarters Fort Carson, Housing Office, Bldg. 7301, Fort Carson, Colorado, Monday through Friday, except Federal holidays, between the hours of 9:00 a.m. and 4:00 p.m. Appointments are recommended and can be requested by contacting Msgt Stafford at (719) 526-7574 or faxed to (719) 526-8482.

The Government will provide or make available land (approximately 467.18 acres of currently developed land and approximately 309.69 acres of undeveloped land), utility tap points, conveyance of existing structures, a military housing referral and priority list and availability of loan guarantees. In turn, the Contractor will provide the construction of the 840 new family housing units, renovation of the existing housing, management and maintenance of all units, grounds maintenance of unoccupied and public areas, construction and maintenance of new roads and infrastructure in associated areas, and reinvestment of profits in the form of ancillary facilities. The Contractor will collect monthly rent payments from military personnel by allotment or electronic transfer, at the Government's discretion, in an amount equal to the individual's Basic Allowance for Housing (BAH). These amounts vary by grade and rent payments are determined by family housing unit. See Attachment 2 of the RFP for more details regarding housing entitlements, rent payments, and the mix of units by grade. The Government intends to convey the existing family housing units after Contract award and execution of the Land Lease, Quitclaim Deed, and all other pertinent documents prior to beginning rent entitlement to the Contractor.

Any construction efforts under this Contract will require the enforcement of Davis-Bacon wage rates, regardless of whether the effort is accomplished by the prime Contractor or subcontractor. Davis-Bacon wage rate determinations are included in the RFP document, and subsequent wage determinations and updates will be incorporated into the Contract by modification. The Service Contract Act, wage requirements affecting only service oriented tasks, will apply as appropriate to this Contract. Service Contract Act wage determinations are included in the RFP, and subsequent wage determinations and updates will be incorporated into the Contract by modification.

If the selected offeror is a large business concern, a Small, Small Disadvantaged, and Women Owned Small Business Subcontracting Plan will be required prior to award. A sample plan is included at Attachment 9. This plan outlines the offeror's goals for utilization of these types of firms. The Government will be required to monitor the administration of this plan and achievement of these goals during the life of the Contract.

Overall, the evaluation will include technical, financial, management, past performance, and utilization of small business components. An important consideration in determining the successful offeror will be the business arrangement proposed. Based on the authorizing legislation, the private sector is invited and encouraged to utilize any of the authorities available. Business arrangements must be within the limits of the underlying statutory authority for the project. However, a limited partnership agreement including the Government as a partner is not considered to be an appropriate application of the new authorities provided for an on-base development, such as Fort Carson. Offerors are reminded that limitations exist within the legislation depending upon the type of business arrangement proposed, these limitations are further explained in Attachment 2 of the RFP. Offerors are responsible for reviewing the legislation for applicable limitations therein to their proposed business arrangements.

The ultimate goal of the Contract is privatization. The Government's involvement in the rental of units and management of the housing operation will be similar to what it is now when military personnel rent housing off-post. In preparing proposals, offerors are encouraged to focus on the intent of the acquisition -- **to provide sufficient, good quality, affordable housing communities for the Fort Carson military personnel and their families.**

A Pre-Proposal Conference will be held on 20-21 October 1998, registration begins at 8:00 a.m. and the conference begins at 9:00 a.m., at the Sheraton Colorado Springs Hotel, 2886 S. Circle Drive, Colorado Springs, Colorado 80906. Rooms may be reserved at the Sheraton by calling 719-576-5900. Hotel/motel reservations are the attendees responsibility. Reservations for the conference are required and must be received by 16 October 1998. For reservations, please contact Loreen Blume, (402) 221-4265, or Leigh Ann Lucas, (402) 221-4854, or telefax to (402) 221-4530. You may also transmit your reservation request by electronic mail to the above at loreen.k.blume@nwo02.usace.army.mil or leigh.a.lucas@nwo02.usace.army.mil.

Questions regarding technical issues of the project should be ADDRESSED IN WRITING to: U.S. Army Corps of Engineers, ATTN: CENWO-CT (Loreen Blume or Leigh Ann Lucas), 215 N. 17th St., Omaha, NE 68102-4978. Questions can also be telefaxed to the above at (402) 221-4530. Written questions can also be transmitted via electronic mail to the above at loreen.k.blume@nwo02.usace.army.mil or leigh.a.lucas@nwo02.usace.army.mil.

Document Viewing Instructions

Adobe Acrobat

- Attachment pages 4A-12 and 11-1 are drawings that were scanned and printed to pdf. They will need to be printed separately since they will require paper larger than 8-1/2 by 11. If you do not have a printer that can handle this size paper, you may need to take the CD to a printing company to have the file printed. They will need to use the Adobe Acrobat Reader to open the file before printing. You can view them on the screen, but will need to go to “View” and “Fit Visible” to get them to appear on the screen.
- Documents may not appear clearly on the screen due to differences in monitor resolution. They have been printed and appear fine once printed on paper. Some documents are clearer than others due to the quality of originals received.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 1 PAGE
2. CONTRACT NO.	3. SOLICITATION NO. <div style="text-align: center;">DACA45-98-R-0024</div>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <div style="text-align: center;">09/09/98</div>	6. REQUISITION/PURCHASE NO. <div style="text-align: center;">W59XQG81690614</div>	
7. ISSUED BY <div style="text-align: center;">US ARMY CORPS OF ENGINEERS - CONTRACTING DIV. 215 NORTH 17TH STREET OMAHA NE 68102-4978</div>		CODE <div style="text-align: center;">CENWO-CT</div>	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Rm 1614, 215 N. 17th St., Omaha, NE until 1600 local time 01/07/99
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Loreen Blume	C4R	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 402-221-4265
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11. TABLE OF CONTENTS

(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
		ITEM	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	
		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ATTACHMENTS AND EXHIBITS

Attachment 1 - Instructions to Offerors

Exhibit A - Borrower Application

Exhibit B - Lender Application

Exhibit C - Financial Proforma Formats

Attachment 2 - Description/Specifications/Work Statement

Exhibit A - Housing Entitlement (BAH) Information

Exhibit B - List of Existing Family Housing Units

Exhibit C - Abatement Information

Exhibit D - List of Units Renovated in 1996

Exhibit E - List of Documents to be Included in the Documents Information Room

Attachment 3 - Loan Guaranty Documents

Attachment 4 - Department of the Army Land Lease

Attachment 5 - Deed for Existing Housing Units

Attachment 6 - Sample Tenant Lease/Rental Agreement

Attachment 7 - Service Contract Act Wage Determination

Attachment 8 - Applicable Construction Wage Determination

Attachment 9 - Sample Small, Small Disadvantaged and Women Owned Small Business
Subcontracting Plan

Attachment 10 - Utility Tie-In Points and Utility Capacities

Attachment 11 - Map of Fort Carson Land and Housing Areas

Attachment 12 - Clauses

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 1
Instructions to Offerors
and
Evaluation Factors for Award**

INSTRUCTIONS TO OFFERORS

1. PROPOSAL INFORMATION. The offeror shall submit in the proposal, all required information specified in this RFP. All information shall be confined to the appropriate volume. The original proposal shall be signed by an individual having authority to enter into a contract based on the submitted proposal. An additional signed copy of the face page shall be submitted. The offeror shall confine the proposal to essential matters that are sufficient to define the offer and provide an adequate basis for evaluation. The requested information represents the minimum proposal requirements.

2. PROPOSAL SUBMITTAL LOCATION. The proposals shall be submitted in paper media. Proposals will be received until 4:00 P.M. CST, 7 January 1999 at the following location:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978

Offerors are cautioned that any proposal received late will not be considered unless late receipt is due to one of the conditions identified in the clause at FAR 52.215-1, paragraph (c)(3). Recipients of this solicitation not responding with an offer should advise the issuing office by letter, postcard, or E-mail their desire to receive future solicitations of the same nature.

3. PRE-PROPOSAL CONFERENCE/SITE VISIT. A Pre-Proposal Conference/Site Visit is scheduled to be held on 20-21 October 1998 at the Sheraton Colorado Springs Hotel, 2886 S. Circle Drive, Colorado Springs, CO 80906. Hotel/motel reservations are the attendees' responsibility. Rooms may be reserved at the Sheraton by calling 719-576-5900, or by contacting another hotel/motel of choice. The Government has not set aside a block of rooms at the Sheraton and therefore, cannot guarantee vacancy. Registration begins at 8:00 a.m. and the conference begins at 9:00 A.M. Offerors are encouraged to attend this conference and inspect the site where services are to be performed, and to satisfy themselves regarding all general and local conditions that may affect their proposal. Failure to attend the Pre-Proposal Conference/Site Visit will not relieve offerors from responsibility for estimating properly the difficulty or cost of performing the work. Registration for the conference is required and may be made by providing company name, address, telephone and fax numbers, and number of participants to Loreen Blume, (402) 221-4265, or Leigh Ann Lucas, (402) 221-4854, or telefax to (402) 221-4530 by 16 October 1998. Registrations may be sent by electronic mail to the above at loreen.k.blume@nwo02.usace.army.mil or leigh.a.lucas@nwo02.usace.army.mil. Questions to be addressed by offerors at the Pre-Proposal Conference/Site Visit shall be submitted in advance in writing to the office of the Commander:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978
FAX: (402) 221-4530

A "Documents Information Room" is located at the Housing Office, Building 7301, Fort Carson, Colorado 80913-5000. The Documents Information Room contains copies of documents which may be valuable in preparation of proposals. Offerors are invited and encouraged to review the resources available at this location between the hours of 9:00 A.M. and 4:00 P.M. MST, Monday through Friday, except Federal holidays. Appointments are recommended and can be requested by contacting MSgt Stafford at (719) 526-7574 or faxed to (719) 526-8482.

4. OFFEROR'S QUESTIONS AND COMMENTS. All questions and comments shall be submitted in writing to U.S. Army Corps of Engineers (USACE) no later than 20 calendar days prior to the date set for receiving proposals as stated on the Standard Form 33. All changes to the solicitation based on questions and comments, shall be incorporated by amendment, as appropriate. Questions and/or comments related to this solicitation shall be submitted to the following:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street
Omaha, NE 68102-4978
Fax: (402) 221-4530

The U.S. Army Corps of Engineers, Omaha District home page on the Internet (<http://ebs.nwo.usace.army.mil/ebs/contract.htm>) may be accessed for written questions and/or comments from Offerors. Questions and comments will be reviewed and responded to in a timely manner. All changes to the solicitation based on questions and comments received, shall be incorporated by amendment, as appropriate, and will be distributed to all Offerors on the Bidder's Mailing List.

5. PROPOSAL EXPENSES AND PRECONTRACT COSTS. This Request for Proposal does not commit the Government to pay for costs incurred for the preparation and submission of a proposal or any other costs incurred prior to execution of the Contract.

6. PROPOSAL FORMAT. All proposals shall contain the requirements stated herein and every volume shall also contain:

- a. Cover of each volume shall be identified by the appropriate volume number.
- b. Offeror's name, address, signature and telephone number shall appear on any documents to be evaluated.
- c. Table of Contents.
- d. List of Tables.
- e. List of Figures.

f. List of Appendices.

g. Volume number and date submitted in bottom right-hand corner of each page (along with the revision number for the amended page, if necessary). Proposal revisions shall be submitted as replacement pages with revisions clearly identifiable, (e.g., bold, italics, or underlined print) and submitted in the same number of copies as the original proposal.

h. Letter character pitch can be either 10 or 12-point.

i. Proposal clarity, organization (as specified in the solicitation), overall page limitation, and cross referencing is mandatory. Offerors shall provide any other narrative or supporting materials that may be necessary for the Government to fully understand the proposal. No material shall be incorporated by reference. The offeror's proposal in response to this RFP shall be formatted and submitted as shown in Table 1.

TABLE 1 - PROPOSAL FORMAT			
	*Suggested Maximum Limit of Pages per Volume	Number of Required Proposals	
Proposal Document	Page Limit	Original	Copies
Volume I -Technical Plan	170	1	3
Volume II - Financial Plan	120	1	3
Volume III - Management Plan	210	1	3
Volume IV - Past Performance	40	1	3
Volume V - Utilization of Small Business Concerns	10	1	3
**Required Maximum Limit of Pages per Entire Proposal	550	---	---

PROPOSAL NOTES:

a. The total number of pages does not include the Executive Summary, Table of Contents, List of Tables, List of Figures, List of Appendices, Sample Plans or Design Documents. Detailed Summaries for the cash flow proforma analysis shall count in the page count for Volume II, but supplemental pages of the 50-year cash flows may be included as an attachment and shall not count in the page count. Excessive documentation is discouraged. Folded pages (11"x14") used for spreadsheets shall count as one (1) page.

b. The Offeror may vary the number of pages per volume; however, the total number of pages shall not exceed 550 pages.

c. Firms not wanting data contained in proposals to be disclosed by the Government, shall follow the procedures specified in FAR 52.215-1(e), "Restriction on Disclosure and Use of Data."

d. Proposals must set forth full, accurate, and complete information as required by this RFP (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

7. METHOD OF PROCUREMENT.

The U.S. Army Corps of Engineers intends to procure this requirement on a COMPETITIVE PROPOSAL basis, using best value techniques inclusive of past performance evaluation, in accordance with the provisions set forth in the Request for Proposal (RFP). A Firm-Fixed-Price Contract will be awarded to the responsible offeror whose proposal represents the best value to the Government after evaluation, all factors considered (i.e., technical, financial, management, past performance, and utilization of small business concerns). It is strongly recommended that the provisions stated in this RFP be carefully studied prior to assembly of the proposal.

8. ORAL PRESENTATIONS. Offerors submitting proposals shall be given an opportunity to give an oral presentation after the date and time specified for receipt of proposals. Oral presentations shall be held at the U.S. Army Corps of Engineers, Omaha District offices. Offerors shall be limited to one hour to present an overview of their proposal. Oral presentations are optional and will not be evaluated or rated. The purpose of allowing oral presentations is not to take the place of discussions or clarifications, nor is it an opportunity for open discussion regarding offerors' proposals. Offerors submitting proposals shall be contacted by the U.S. Army Corps of Engineers, Omaha District, Contracting Division after the date and time specified for receipt of proposals has past. At that time, a date and time shall be arranged for the Offeror's oral presentation, if desired by the Offeror.

9. PROPOSAL CONTENTS. For the purposes of evaluation of proposals, the following information must be provided in all offerors' proposals. All volumes will be evaluated and rated, and a competitive range may be established with those offers determined to provide the best value for the Government.

a. **VOLUME I - TECHNICAL PLAN.** The offeror shall submit the required information in Volume I as listed below:

(1) DESIGN PLAN. Construction of 840 new housing units shall be completed within a maximum of four years after date of contract award. Renovation of the existing 1,823 units shall be completed within a maximum of five years after date of contract award. The design plan shall consist of the following elements regarding the new construction and renovations.

(a) DWELLING DESIGN. The offeror shall submit single-page, off the-shelf designs as available in the commercial real estate market. Designs shall be submitted for each style of home shown in the site design documents. The typical housing styles (i.e., single family dwelling, townhouse, etc.), recommended quantities of each style, and recommended square footage are shown in the Description/Specifications/Work Statement section of this RFP. (See Attachment #2, paragraph 5.e.(3) for government preferences). Submission shall include floor plans, all exterior elevations, and plans for units designated to be handicap accessible.

(b) SITE DESIGN. Site design documents shall include, but not be limited to, drawings reflecting the entire community to include the locations of housing units (and types of units), infrastructure installation, utility tie-in points, road locations, green spaces, play-lots and playgrounds.

The proposal design documents shall consist of drawings and specifications. Drawings shall be drawn on 28" x 40" format for full-size drawings. Provide an index of drawings. As a minimum, the drawings shall include:

(i) Conceptual Sketch Site Plans - Scale 1" = 100', show site layout:

- Layout information (structures and housing)
- Landscaping.
- Driveways.
- Patios, fencing and walks.
- Parking.
- Recreation areas.
- Exercise trails.

(ii) Conceptual Sketch Utility Plans (Water, Sanitary Sewer, Electrical and Gas) - Scale 1" = 100': Layout of main utility lines with preliminary sizes and fire hydrant locations.

(iii) Conceptual Sketch Grading and Drainage Plans - Scale 1" = 100':

- Existing topography and proposed grading.
- Preliminary grades of roads and around housing units.
- Storm Drainage system with preliminary sizes.

(iv) Site Layout Plan. Provide a site layout plan at a scale of 1" = 50' of a typical grouping or arrangement of housing units. Show this representative area with streets, driveways, parking areas, sidewalks, dwelling unit layout, landscape, and utilities systems.

(c) UNIT RENOVATION PLAN. Project schedule and narrative description indicating the offeror's initial plans to renovate the existing 1,823 housing units, or the offeror's plans to demolish the existing housing units and replace with additional new housing units. Renovations must be completed within a maximum of five years of date of contract award. Offerors proposing to demolish and replace may receive a higher rating during evaluation.

Also, include narrative description of each housing unit type with listing of optional renovations (i.e., addition of garages, carports, exterior building repairs, decks, patios, installed lawn sprinklers, new floor coverings).

(d) DESIGN ANALYSIS. Briefly provide basis for design of houses, roads and utility systems and give preliminary design calculations.

(2) MAINTENANCE PLAN. The Offeror shall provide maintenance of all existing housing units and new housing units for the term of the Contract. Items to be included in the Maintenance Plan are outlined in Attachment #2, Page 2-15, Paragraph 5.h. The Offeror shall provide a narrative of how their routine maintenance is scheduled, response time to tenant requests and/or requirements for repairs, emergency procedures, etc.

(3) FUTURE RENOVATION PLAN (OUT-YEARS). The offeror shall provide a narrative and/or drawings of future renovations throughout the 50-year contract term. The offeror shall state the criteria to be used to determine when another comprehensive renovation will be required in order to keep the housing units in suitable condition for military families.

(4) CONSTRUCTION PLAN.

(a) PHASING PLAN. Provide as part of the Schedule a phasing plan detailing how the construction of 840 new housing units and renovation of 1,823 existing housing units will be accomplished without reducing available units for occupancy below the current level of 1,823 housing units. The phasing plan shall describe the scheduled construction and renovations, including such details as to how tenants will be moved from existing housing units into newly constructed housing units. Proposals which demonstrate a feasible, more aggressive construction and renovation schedule shall receive a higher rating.

(b) QUALITY ASSURANCE/QUALITY CONTROL PLAN. The Offeror shall submit detailed Quality Assurance and Quality Control Plans outlining the offeror's standard and specific Quality Assurance/Quality Control practices.

The Offeror shall submit their Quality Assurance and Quality Control Plans for each of the following: 1) Construction of 840 housing units; 2) Renovation, or demolition and replacement, of 1,823 existing housing units; and, 3) Management and maintenance for all housing units and the surrounding common areas. Also, provide the name of the certified inspection service to be utilized to inspect all construction and renovation.

The Offeror's Quality Assurance/Quality Control Plans shall include, as a minimum, the following information concerning its Quality Assurance/Quality Control procedures:

(i) The Offeror's Corporate Quality Control Document.

(ii) One example of the Offeror's Quality Control Plan used by the offeror during a project similar to this RFP.

(iii) The Offeror's Standard Operating Procedures (SOPs) for the maintenance of all housing units detailing procedures for tracking deficiencies and corrective actions.

(iv) The Offeror's Standard Operating Procedures for performing, documenting and enforcing the quality control operations of both prime and subcontract work including proposed forms for approval, and indicate who will prepare, sign and submit the forms.

b. **VOLUME II - FINANCIAL PLAN.** The offeror shall submit the required information in Volume II as listed below:

(1) Total Project Costs. Total project costs relative to the quality of the proposed development and the price per square foot for the renovation, new construction and the related infrastructure costs. *See Attachment 1, Exhibit C, Statement of Development Sources and Uses of Funds Proforma and Development Budget Proforma, for mandatory proforma format.

- (a) Hard and soft costs identified, in detail.
- (b) Developer costs separately identified, in detail.
- (c) Total costs identified and reasonably based on industry standards.

(2) Sources and Uses of Equity (amount and timing). Offerors shall present all sources and uses of equity, including but not limited to, cash contributions, cash flow from operations during construction, interest on unutilized loan proceeds, and any deferral of fees due the offeror.

(3) Conditional Loan Commitment. The conditional loan commitment, on lender letterhead, is to include at a minimum the following:

- (a) Debt service coverage ratio.
- (b) Amount of loan.
- (c) Interest rate (fixed or variable) with interest rate exposure mitigation.
- (d) Recourse vs. Non-recourse (full or partial).
- (e) Loan Maturity.
- (f) Amortization period.
- (g) Points and fees.
- (h) Whether the Government offered enhancement of a guarantee in the event of base closure, downsizing or major deployment will be required. Choice of whether allotment or electronic transfer will be used is at the Government's discretion. The decision will be provided prior to contract award.
- (i) Borrower and Lender Applications for Loan Guaranty.

This relates to the construction period loan and permanent financing arrangements.

FINANCING CONTINGENCY: At the time of offeror's final revised proposal, permanent and construction financing on the project shall be subject only to contract award by award by the U.S. Army.

(4) Affect of Interest Rate Changes. In its proposal, the Offeror shall clearly address the following issues:

(a) The interest rate (or range of interest rates) upon which its proposal and financial plan are premised.

(b) Any actions which the Offeror intends to implement in order to mitigate against increased interest rates (e.g., interest rate hedges, ceilings, etc.), and the estimated time for, and costs of, implementing any such actions.

(c) The maximum interest rate at which the Offeror is prepared to deliver its proposal without changes in scope, timing, quality, or materials.

(d) How will the proposal be affected if the actual interest rate on the Offeror's construction and/or permanent financing are higher than the maximum interest rate set forth above? Will materials of lesser quality be used? Will optional amenities be deleted? Will the amounts pledged to the Reinvestment Account be reduced? Will the Offeror reduce its fees or accept a lower return on equity? Etc.

(e) How will the proposal be affected if the actual interest rates on the Offeror's construction and/or permanent financing are substantially lower than the interest rates indicated in its proposal? ("Substantially lower" being defined for this purpose as a decrease of 50 or more basis points from the interest rates shown in the proposal.) By way of example only: Will the project be enlarged in scope? Will materials of better quality be used? Will optional amenities be increased? Will the amounts pledged to the Reinvestment Account be increased? Will the Offeror increase its fees or receive higher return on equity? Etc.

(5) Offeror's Historical Financial Status. Five years historical audited financial statements from the offeror including each of its subsidiaries and parent company, and all team members.

(6) Offeror's Reinvestment Plan. Offeror's reinvestment plan, including a description of proposed uses of all reinvested amounts (i.e., payment of utilities, construction of replacement housing units or ancillary facilities). Those proposals that include payment of utilities in family housing units occupied by military families, dependents of military families, or Department of Defense (DOD) civilians designated as essential personnel, will be rated higher during evaluation. Those proposals which provide for future renovation or replacement of existing housing units will be given a higher rating during evaluation. If combinations of the above are proposed, the Offeror proposing the overall best value to the Government will receive the highest rating.

(7) Fifty-year Proforma Financial Information. The 50-year Statement of Operating Revenues and Expenditures Proforma should include separate line items for gross revenue, net operating income, debt service, funding for and disbursements from the mandatory escrow accounts (as defined in Attachment 2, Description/Specifications/Work Statement, paragraph 6) for maintenance of facilities and disbursements to investors. See Attachment 1, Exhibit C, for mandatory proforma format.

(8) Amenities Offered and their Related Costs. Those proposals that include optional amenities as shown in order of preference in Attachment 2, paragraph 5.g., will be given a higher rating during evaluation. However, the execution of said amenities during the Contract will be at the Government's discretion and shall not affect the validity of any other part of the Contract.

(9) Escrow Accounts. The offeror shall define in detail, establish, and maintain the following escrow accounts for the purposes of funding construction and capital improvements. All required escrow accounts shall be established and held in federally insured financial institutions. Escrow accounts will be evaluated on a go/no go basis.

(a) Lockbox Agreement. Throughout the term of the Contract, the Government shall require the execution of a Lockbox Agreement between the Contractor, the construction lender, third party lender, and the Government, which requires that all income from the Project be deposited into a Lockbox account held by a depository institution acceptable to the Government in an account separate from all other accounts established by the Contractor. During the term of the Guaranteed Loan, or during the term of another mortgage loan secured by the Project which has been approved by the Government, the requirement for a lockbox may be satisfied by an agreement between the Contractor and the Guaranteed Lender, or the Contractor and such other approved mortgage lender, as applicable. Among other provisions, the Lockbox Agreement shall provide for the application of equity contributions from the Contractor and income from the Project substantially in the following order of priority:

(i) Reasonable and necessary operating expenses of the Project in accordance with an annual budget for the Project approved by the Government, and the Guaranteed Lender or other approved lender, if applicable; provided that for purposes of the Lockbox Agreement, operating expenses of the Project shall not include management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals.

(ii) Monthly deposits into the Impositions Escrow Account.

(iii) Monthly deposits into the Capital Repair/Replacement Escrow Account.

(iv) Scheduled monthly payments of principal and interest and other amounts due and payable under the Guaranteed Loan or other approved loans.

(v) Amounts, if any, necessary to restore the balance of the Performance Deposit Account (see description below).

(vi) Management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals, if applicable.

(vii) Monthly deposits into the Reinvestment Account (see description below).

(viii) Extraordinary expenses of the Project as approved by the Government, and the Guaranteed Lender or other approved lender, in applicable.

(ix) Balance, if any, to the Contractor.

Notwithstanding the foregoing, until the final completion of all required new construction and renovation of the Project, all equity, and the balance of income from the Project following payment of items (i), (ii), and (iii) above, shall be deposited into the Construction Escrow Account. Following final completion of the Project, Project income shall be applied in the order set forth above.

(b) Escrow for Capital Repair and Replacement of Facilities. The sole purpose of the Capital Repair/Replacement Escrow Account, including all interest thereon, shall be making capital repair and replacement to the Project.

(i) Capital Repair/Replacement Escrow Account. The Offeror shall establish and maintain, throughout the term of the Contract, a dual signature escrow account with the Offeror and the Government as co-signatories.

(ii) Account Maintenance Period. The Capital Repair/Replacement Escrow Account shall be maintained with a federally insured financial institution in an interest bearing account. During the outstanding loan period, the Capital Repair/Replacement Escrow Account may be held by the lender, but can only be used as approved by the Contracting Officer or the designated representative. Deposits into the Capital Repair/Replacement Escrow Account shall be made monthly on the first of each month. The adequacy of the Capital Repair/Replacement Escrow Account shall be analyzed annually by the Government representative. The Offeror shall, at all times, maintain the account with sufficient balance to pay for all maintenance, capital repair and replacement costs detailed in the Offeror's Technical Plan. The amount of the monthly deposit to the Capital Repair/Replacement Escrow Account may be increased or decreased without amending the Contract with Government approval.

(iii) Disbursements from the Capital Repair/Replacement Escrow Account. Disbursements from the Capital Repair/Replacement Escrow Account may be made only after receiving the written consent of the Government, or at the Government's discretion, the written consent of a lender that is providing financing to the Project. Funds shall be advanced from the Capital Repair/Replacement Escrow Account in accordance with customary commercial lending practices (i.e. disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of contractors, subcontractors, materialmen and suppliers for materials and equipment or services actually provided, etc.).

(c) Escrow for Construction/Renovation of Facilities. The purpose of the Construction Escrow Account is to ensure the cashflow after debt service and reserves from the existing rental units is utilized to off-set demolition, construction, and renovation costs.

(i) The Offeror shall maintain the account until the satisfactory completion and certification of occupancy of the 840 new housing units, the renovation/replacement of the existing 1,823 housing units, and all other improvements which are to be part of this Project in accordance with the approved plans. The account, separate from all other accounts maintained by the Offeror and known as the "Construction Escrow Account", shall be established by the Offeror on or before the signing of the Contract. The account will be a dual signature account with the Offeror and the Government as co-signatories.

(ii) All operating income of the Project in excess of the normal and customary operating expenses of the Project must be deposited into this account as approved by the Government.

The Offeror shall deposit a minimum of 3% of the total project costs from its own capital. Proposals that exceed the 3% minimum owner capital contribution requirement will be rated higher for this subfactor during evaluation. Owner equity must be deposited upon issuance of Notice to Proceed. The Construction Escrow shall be maintained with a federally insured financial institution in an interest bearing account.

(iii) Account Funds Transfers. Deposits into the Construction Escrow shall be made monthly on or before the 15th of the month. The Construction Escrow, including all interest thereon, shall be used solely for the purpose of making the required improvements in the residential housing community. Disbursements from the Construction Escrow may be made only after receiving the written consent of the Contracting Officer or designated representative, or at the Government's discretion, the written consent of a lender that is providing financing to the Project. Funds shall be advanced from the Construction Escrow in accordance with customary commercial lending practices (i.e. disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of contractors, subcontractors, materialmen and suppliers for materials and equipment or services actually provided.). Upon termination of the account, excess funds will be released to the Offeror upon fulfillment of his obligation under this account.

(d) Impositions Escrow Account. The Offeror shall establish and maintain, throughout the term of the Contract, an escrow account which is separate from all other accounts maintained by the Offeror and known as the "Impositions Escrow Account", to cover applicable annual tax payments and annual insurance premium payments (see Attachment 2, paragraph 4.e.). The Offeror shall deposit the estimated monthly impositions into the Impositions Escrow Account. The Impositions Escrow Account shall be maintained in an interest bearing escrow account with a federally insured financial institution. The Contracting Officer or designated representative may request proof of deposits. This condition may be satisfied by an approved escrow account with an approved Mortgagee. Proof shall be provided to the Contracting Officer or designated representative to verify the existence of the account.

(e) Performance Deposit. The Performance Deposit Account serves as a "Real Estate Management Bond".

(1) The Offeror shall establish and maintain, throughout the term of the contract, a performance deposit account (the "Performance Deposit") which is separate from all other accounts maintained by the Offeror. The Offeror shall deposit \$500,000.00, in the form of cash or certified funds, upon initiation of the account with a federally insured financial institution in an interest bearing account or with a commercial investment firm. The Performance Deposit shall serve as a security for the payment and performance by the Offeror of all obligations, covenants, conditions and agreements under this Contract, subject to the following terms and conditions:

(i) The Performance Deposit shall be established with the Contracting Officer or designated representative having sole disbursement of funds authority via check writing privileges. The Offeror shall maintain a minimum of \$500,000.00 in the account at all times. Once the account balance reaches \$1,000,000.00, the Government, upon the offeror's written request, shall return the amount over \$1,000,000.00.

(ii) If the Offeror fails to perform its obligations under the Contract, or otherwise commits a default, which is not cured within the applicable cure period, if any, the Contracting Officer or designated representative may use, apply or retain all or any portion of the Performance Deposit for the payment of any sum to which the Contracting Officer or designated representative may become entitled by reason of the Offeror's default, or to compensate the Contracting Officer or designated representative for any loss or damage which the Government may suffer as a result of such default.

(iii) If the Offeror fails, after receiving notice of noncompliance, to accomplish the work in accordance with the Contract or fails to perform any provision of the Contract, the Contracting Officer or designated representative may, after seven days written notice to the Offeror and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Contract Modification shall be issued for the Government's unilateral deduction from the Performance Deposit the cost of correcting such deficiencies. If the amounts in the Performance Deposit account are not sufficient to cover such amount, the Offeror shall pay the difference to the Government on demand.

(iv) If the Contracting Officer or designated representative uses or applies all or any portion of the Performance Deposit in accordance with the terms of this Contract, the Offeror shall, within seven days of written notification by the Contracting Officer, deposit an amount sufficient to restore the Performance Deposit in full to the balance of the account on the date the money was removed provided however, that the amount to be deposited will never be more than the amount to bring the account back up to \$1,000,000.

(v) If the Offeror performs all of its obligations under this Contract, and is not then in default under this Contract, the Performance Deposit, or so much of the Performance Deposit as has not been applied by the Contracting Officer or designated representative, shall be returned to the Offeror within 60 days after the expiration or termination of the Contract or the date on which the Offeror has vacated the premises, whichever is later.

(f) Reinvestment Account. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Offeror designating into this account, on an annual basis, a percentage of cash flow after debt service, taxes, and preferred returns.

(1) The Government intends the successful offeror to establish and maintain a Reinvestment Account throughout the term of the Contract. It shall be separate from all other accounts maintained by the successful offeror.

(2) The Reinvestment Account shall be utilized for reinvestments in the Project in the form of payment of utilities and construction of replacement housing units or ancillary facilities.

(3) The Offeror shall designate that a certain percentage (0 - 100%) of all net cashflow after operating expenses, debt service, taxes and reserves be deposited into the Reinvestment Account.

c. **VOLUME III - MANAGEMENT PLAN.** The offeror shall submit the required information in Volume III as listed below:

(1) **ORGANIZATIONAL STRUCTURE.**

(a) **Corporate Structure.** The offeror shall submit organization charts. If the prime Offeror is to be a team arrangement, submit organization charts for each team member. Provide locations and organization charts of the corporate headquarters, regional offices and other offices. The offeror's organization chart shall show the entire team which will be committed to this contract. Personnel on the organization chart, including support staff, team members/ subcontractors, should be identified by name, discipline, task area and firm office. The chart shall clearly indicate reporting lines. The submittal shall also be sufficiently detailed to indicate the size, diversity, and organizational structure of the team. Also, indicate how the proposed project organization, relative to the office organization, will function.

(b) **Resumes of Key Personnel.** The submittal shall include resumes of no more than 10 key personnel to be utilized in the performance of the Contract. The resumes should clearly show proposed job title, education, special qualifications worth noting, and complete experience records showing title and specific duties, responsibilities, and assignments beginning with the present and working backwards. The resumes must clearly demonstrate the type, level and duration of experience required by this RFP. Indicate fully, the responsibilities each key member had in connection with any of the projects listed or any other projects which involved managing projects comparable to this project. Any additional information pertaining to personnel anticipated for use under the Contract will only relate to that individual's experience and ability to perform on this Contract. Therefore, do not furnish information on individuals' social, civic or fraternal activities. Note that substitutions for key team members/subcontractors/ partners after award will only be allowed with the approval of the Contracting Officer.

Experience of Affiliates, Subcontractors and Suppliers. Provide experience information required above for each Affiliate, Joint Venturer or Team Member that is expected to provide a substantial amount of effort under the Contract.

(c) **Borrower and Lender Applications for Guaranteed Loan.** Completion of the attached forms at Attachment 1, Exhibits A and B, respectively, are required at the time of proposal submission. Failure to complete the forms may render the proposal materially deficient and ineligible for contract award.

(2) **CONTRACT IMPLEMENTATION PLAN.** Describe the organizational approach implementing the work required of the Offeror through the life of the Contract. Describe the anticipated use of the following, as applicable:

- *Sole Entity.
- *Joint Venture.
- *Teaming.
- *Other.

Provide copies of any contractual agreements (i.e. property management contracts, operating agreements, etc.) and/or commitments binding the firm(s) to this contract. If these are not in place, provide information on how they will be implemented. This information should include, but not be limited to the following:

*What entity has overall authority for the contract?

*What entity will be managing the contract?

*Years of previous experience with team members.

*Type of past contractual agreements.

*Which entity will be responsible for design, utility work, new construction, renovation of existing housing, quality assurance, quality control, management and maintenance?

*The team's capability to do this work and how would it be performed under the contract.

*Provide information as to how you intend to accomplish design, utility work, new construction, rehabilitation of existing housing, quality assurance, quality control, management and maintenance.

*Provide information to demonstrate your ability to provide design, utility work, new construction, rehabilitation of existing housing, quality assurance, quality control, management and maintenance. Clearly and succinctly describe in narrative form, with accompanying charts and graphs if applicable, how the offeror will:

- How it will be financed (sources and amounts of equity and debt).

- Assume control of the housing areas upon contract execution.

- Mobilize and complete the construction and renovation plan, in accordance with the Management and Technical Plans, and the Schedule.

- Utilize the financial assets to support construction and renovation, in accordance with the financial plan.

- Demobilize from construction and renovation within the four and five year time lines.

- Continue maintenance of the housing areas for the duration of the Contract, in accordance with the Organizational Plan and the Schedule.

- Provide maintenance and renovation during the term of the Contract, in accordance with the management plan.

(3) **SAMPLE TENANT LEASE.** A sample tenant lease (see Attachment 6) is provided in this RFP package to be used and is preferable. Changes may be proposed to items not identified as mandatory. Those items within the lease that are mandatory are marked with an asterisk. If said changes result in a more restrictive lease to the tenants, a lower rating may result during evaluation. If said changes result in a more favorable lease to the tenants, a higher rating may result during evaluation.

d. **VOLUME IV - PAST PERFORMANCE.** For each phase (i.e., construction, renovation, maintenance, and management), the Offeror shall submit narratives of a minimum of two, and not more than five previous or ongoing federal, state or local Government contracts or private/commercial contracts performed by it and/or each of its team members, their subsidiaries or parent companies during the past three to five years which are similar in nature and relevant to the efforts required by this solicitation. Narratives shall include the following information:

(1) Complete description of the project performed detailing the relevance and similarities to the effort required by this solicitation.

(2) References Provided for Contract Information Submitted. Provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and/or team members and among proposed subcontractors. Information required below shall be provided for each proposed subcontractor who will perform a significant portion of the effort.

(a) Government contracting activity, contracting officer or other point of contact, address, and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(b) Government technical representative with address and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(c) Government contract administration activity, points of contact, address and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(d) Contract number.

(e) Contract award date.

(f) Contract type.

(g) Contract award amount (cost or price).

(h) Actual cost or price, or projected final cost or price.

(i) Original performance period/completion date.

(j) Actual or projected final completion date.

(3) Offerors shall include in their proposal, the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror during negotiations.

(4) A narrative for each of the previous contracts listed describing the objectives achieved and any cost growth or schedule delays encountered. For Government contracts which did not/do not meet the original requirements with regard to either cost, schedule, or technical performance, provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective action taken to avoid recurrence. The Offeror shall also provide circumstances surrounding cure notices or show cause notices received on any previous contract listed, and a description of corrective action taken.

(5) The offeror shall also provide the above required information relative to contracts that have been terminated in full or in part, for default during the past three years to five years, to include those currently in process of such termination as well as those which are not similar to the proposed effort. The Offeror shall list each time the performance schedule was revised and provide an explanation of why the revisions were required.

(6) The offeror shall also provide overall performance ratings (i.e., excellent, very good, satisfactory, marginal, or unsatisfactory) for all contracts submitted.

(7) In the cases where an offeror has no previous past performance or past performance information is not available, the offeror may be treated as an unknown performance risk and may not be rated favorably or unfavorably. Prior to determining no previous past performance, the evaluation board will consider past performance of predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the Contract.

NOTE: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the Offeror to explain the relevance of data provided. The Government may also use past performance information from other than the sources identified by the Offeror and that the information obtained will be used for both the responsibility determination and the best value decision. The Government does not assume the duty to search for data to cure problems within the proposals. The burden of providing thorough and complete past performance data remains with the offerors. Proposals that do not contain the information required by the solicitation risk rejection or high risk rating by the Government.

e. VOLUME V - UTILIZATION OF SMALL BUSINESS CONCERNS.

1. Definitions:

(a) Small Business Concerns. For the purpose of this section, small business concerns refer to Small Business, Small Disadvantaged Business, Women-Owned Small Business, Historically Black Colleges and Minority Institutions.

(b) Prime Offeror for the purposes of this section, is defined as the firm that will be responsible for signing contract documents.

(c) Floor. "Floor" is the term the U.S. Army Corps of Engineers uses to replace the previously used term of goal. It represents the minimum level for small business performance. The Government reserves the right to renegotiate percentages for option years prior to the exercising of any contemplated option period.

2. It is the policy of the United States that small business concerns shall have the maximum practicable opportunity to participate in contract performance. It is further the policy of the United States that its prospective prime offerors shall demonstrate the extent it plans to utilize small business concerns in any resultant contract and provide assurance in its offer that small business concerns will have maximum subcontracting opportunities in its prime contracts.

The offeror (other than a small business concern) shall demonstrate how the firm plans to identify, commit and utilize Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB) concerns, as team members, subcontractors and/or suppliers in the performance of the resultant contract.

3. The Offeror's proposal shall demonstrate the utilization and participation of small business concerns. The proposal shall clearly state factors that demonstrate a strong commitment to use small business concerns. Enforceable commitments to use small business concerns will be weighed more heavily than non-enforceable commitments. The evaluation of utilization and participation of small business concerns is separate and distinct from the requirement at Federal Acquisition Regulation (FAR) Clause 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan.

4. The Offeror's proposal, as a minimum, shall include:

(a) Development of percentage floors based on planned subcontracting which is challenging yet realistic. The following floors are considered reasonable and obtainable for during performance of the contract resulting from this solicitation:

40% of planned subcontracting dollars to be placed with all Small Business Concerns.

10% of planned subcontracting dollars to be placed with those Small Business Concerns owned and controlled by socially and economically disadvantaged individuals.

5% of planned subcontracting dollars to be placed with Women Owned Small Business Concerns.

(b) Past Performance in Meeting Small Business Floors. Demonstrate how floors for SB, SDB, and WOSB participation were satisfied on previous contracts. Demonstrate the extent to which the prime offeror has historically been successful in establishing realistic, yet challenging, floors and evidences the ability to achieve them. The Offeror shall submit data on Past Performance in meeting small business floors which will demonstrate how floors for SB participation on previous contracts were satisfied. The data to be provided shall include: (1) Client/Customer; (2) Contract/Identification Number; (3) Project Description; (4) Contract Amount; and (5) Reference or Point of Contact (to include address and telephone number).

(c) Demonstrate utilization and participation of small business concerns, clearly stated factors that demonstrate strong commitments to use SBs, SDBs, and WOSBs as team members, subcontractors, and/or suppliers.

(d) Description of supplies and services to be subcontracted and planned for subcontracting to SBs, SDBs, and WOSBs.

(e) Assurances that the offeror will include the clause at FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require subcontractors (including small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a small business participation program similar to the requirements of the resultant contract.

5. Small and Small Disadvantaged Business Subcontracting Plan. The apparent successful offeror will be required to submit a subcontracting plan in accordance with FAR Clause 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan. The requirement for the Subcontracting Plan is not applicable to small business concerns.

A sample Subcontracting Plan format is shown at Attachment #9. This sample is provided as an example for informational purposes only and is not to be construed as an all inclusive document. Offerors should not return the subcontracting plan with its proposal. Only the apparent successful offeror will be required to submit the subcontracting plan.

EVALUATION FACTORS FOR AWARD

1. SOURCE SELECTION ADVISORY COUNCIL. The Source Selection Authority (SSA) has appointed the Source Selection Advisory Council (SSAC). The SSAC is responsible for reviewing the evaluation document prepared by the SSEB and to advise both the SSEB and SSA on selection policy issues. The identities of the SSA and the SSAC members are confidential, and any attempt by the offerors to contact these individuals is prohibited.

2. SOURCE SELECTION EVALUATION BOARD. The Source Selection Authority (SSA) has established the Source Selection Evaluation Board (SSEB) to conduct the evaluation of proposals received in response to the solicitation. The evaluation will be based exclusively on the content of the proposal and any subsequent discussions required. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB members are confidential, and any attempt by the offerors to contact these individuals is prohibited.

3. PERFORMANCE RISK ASSESSMENT GROUP. The Source Selection Authority (SSA) has identified specific members of the Source Selection Evaluation Board (SSEB) to perform as the Performance Risk Assessment Group (PRAG) to solely conduct analyses of Volume IV - Past Performance. The PRAG will brief the SSEB on the analyses. The SSEB will then perform the evaluation based on the input from the PRAG. The evaluation may be based upon information obtained from sources other than those identified in the proposal. The PRAG will not consider any information or data incorporated by reference. The identities of the PRAG members are confidential, and any attempt by the offerors to contact these individuals is prohibited.

4. PROPOSAL SUBMITTAL. Proposals shall be submitted in accordance with FAR 52.215-1 and the "Instructions to Offerors" portion of this Attachment #1.

5. EVALUATION CRITERIA. A source selection evaluation plan has been developed to evaluate proposals against the factors and subfactors set forth in this solicitation. Evaluations will be conducted in accordance with the Tradeoff Process, FAR 15.101-1. Volumes I, II, III, and V will be rated using an adjectival methodology with a narrative assessment and a proposal risk rating. Volume IV will receive a performance risk rating. Proposals will be evaluated to determine ratings supported by narratives, and to identify strengths, weaknesses, deficiencies, and risks of the proposed approach in each proposal. Oral presentations shall not be evaluated or rated.

a. EVALUATION DEFINITIONS.

(1) Strength. A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

(2) Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk.

(3) Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases risk of unsuccessful contract performance to an unacceptable level.

(4) Clarification. Clarifications are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award without discussions is anticipated, offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.

(5) Discussions. Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range.

(6) Rating. The application of a scale of words, colors, or numbers, used in conjunction with narrative, to denote the degree to which the proposal has met the standard for a non-cost factor. For purposes of this solicitation, ratings will consist of words (adjectival method) used in conjunction with narratives. The following ratings will be used to evaluate Volumes I, II, III, and V:

(a) Excellent. The proposal demonstrates an excellent understanding of requirements and approach that significantly exceeds performance or capability standards. The proposal has exceptional strengths that will significantly benefit the Government.

(b) Good. The proposal demonstrates a good understanding of requirements and approach that exceeds performance or capability standards. The proposal has one or more strengths that will benefit the Government.

(c) Satisfactory. The proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability standards. The proposal has an acceptable solution with few or no strengths.

(d) Marginal. The proposal demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance.

(e) Unsatisfactory. The proposal fails to meet the performance or capability standards. Requirements can only be met with major changes to the proposal.

(7) Proposal Risk. These are ratings that assess the risks and weaknesses associated with each offeror's proposed approach to performing the requirements stated in the RFP. It is an overall assessment derived from the technical evaluation and is driven by each of the subfactors within the technical factor. The following proposal risk ratings will be applied to Volumes I, II, III, and V:

(a) Low Risk. Any proposal weaknesses have little potential to cause disruption of schedule or degradation of performance. Normal Offeror effort and normal Government monitoring will probably minimize any difficulties.

(b) Moderate Risk. Approach has weaknesses that can potentially cause some disruption of schedule or degradation of performance. However, special Offeror emphasis and close Government monitoring will probably minimize difficulties.

(c) High Risk. Approach has weaknesses that have the potential to cause serious disruption of schedule or degradation of performance, even with special Offeror emphasis and close Government monitoring.

(8) Performance Risk. Past Performance ratings that assess the risks associated with each offeror's likelihood of success in performing the requirements of the RFP based on that offeror's demonstrated performance on recent, relevant contracts. The following performance risk ratings will be used in evaluating Volume IV:

(a) Excellent. Very Low Performance Risk. Offeror's past performance record provides essentially no doubt that the offeror will successfully perform the required effort.

(b) Good. Low Performance Risk. Offeror's past performance record provides little doubt that the offeror will successfully perform the required effort.

(c) Adequate. Moderate Performance Risk. Offeror's past performance record provides some doubt that the offeror will successfully perform the required effort.

(d) Marginal. High Performance Risk. Offeror's past performance record provides substantial doubt that the offeror will successfully perform the required effort.

(e) Poor. Very High Performance Risk. Offeror's past performance record provides extreme doubt that the offeror will successfully perform the required effort.

(f) Unknown Performance Risk. No performance record identifiable. The offeror has no relevant performance record. The offeror may not be evaluated favorably or unfavorably.

6. BASIS FOR AWARD, EVALUATION FACTORS AND EVALUATION APPROACH.

Any award to be made will be based upon the best overall (i.e. best value) proposal that is determined to be the most beneficial to the Government with appropriate consideration given to the evaluation factors and subfactors shown below. Technical is slightly more important than Financial. Financial is significantly more important than Management, Past Performance and Utilization of Small Business Concerns. Management is slightly more important than Past Performance. Past Performance is slightly more important than Utilization of Small Business Concerns. Utilization of Small Business Concerns is the least important. Oral presentations shall not be evaluated or rated.

The evaluation factors and subfactors for each volume as defined in the “Instructions to Offerors” are listed in descending order of importance as follows:

a. VOLUME I - TECHNICAL PLAN.

- (1) Design Plan.
 - (a) Dwelling design.
 - (b) Site design.
 - (c) Unit renovation plan.
 - (d) Design analysis.
- (2) Maintenance Plan.
- (3) Future Renovation Plan (out-years).
- (4) Construction Plan.
 - (a) Phasing Plan.
 - (b) Quality Assurance/Quality Control Plan.

b. VOLUME II - FINANCIAL PLAN.

- (1) Total Project Costs.
- (2) Sources and Uses of Equity (amount and timing).
- (3) Conditional Loan Commitment.
- (4) Affect of Interest Rate Changes.
- (5) Offeror’s Historical Financial Status.
- (6) Offeror’s Reinvestment Plan.
- (7) Fifty-year Proforma Financial Information.
- (8) Amenities Offered and their Related Costs.
- (9) Escrow Accounts (not scored).
 - (a) Lockbox Agreement.
 - (b) Escrow for Capital Repairs and Replacement.
 - (c) Escrow for Construction of Facilities.
 - (d) Impositions Escrow Account.
 - (e) Performance Deposit.
 - (f) Reinvestment Account.

c. VOLUME III - MANAGEMENT PLAN.

(1) Organizational Structure.

- (a) Corporate Structure.
- (b) Resumes of Key Personnel.
- (c) Borrower and Lender Applications for Guaranteed Loan.

(2) Contract Implementation Plan

(3) Sample Tenant Lease.

d. VOLUME IV - PAST PERFORMANCE. During the source selection process, the Government will assess the relative risks associated with the offeror's performance based upon past performance issues cited in the proposal. Performance risks are those associated with an offeror's likelihood of success in performing the requirements of the solicitation as indicated by that offeror's record of past performance. Performance risk will be analyzed by the Performance Risk Assessment Group (PRAG) and provided to the SSEB for evaluation.

The Government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed subcontractor(s) as it relates to all solicitation requirements (i.e., management, technical and financial) including records of conforming to specifications, standards of workmanship, containing and forecasting costs, adherence to contract schedules, history of reasonable and cooperative behavior, and commitment to customer satisfaction.

A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective action, in their proposal. Lack of a performance record may result in an unknown performance risk rating. (See Instruction to Offerors, paragraph 9.d.).

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all the sources provided by the offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

e. VOLUME V - UTILIZATION OF SMALL BUSINESS CONCERNS.

(1) Factors to Demonstrate Utilization and Participation of Small Businesses.

(2) Past Performance in Utilizing Small Businesses as identified in Volume V, paragraph 4.b.

7. EVALUATION APPROACH. All proposals submitted will be forwarded to the SSEB and PRAG for evaluation. During evaluation, the proposals will be rated adjectivally based on the information contained in Volumes I through V.

All proposals shall be subject to evaluation by a team of Government personnel. The content of written proposals and written responses to questions, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. No assumptions will be made by the Government evaluators regarding areas not defined in the offerors' written proposal.

E&Y Kenneth Leventhal, financial consultants, will be utilized in an advisory capacity to perform financial analyses of the offerors' Financial Plan volumes. The consultant will not perform as voting members of the evaluation teams and will not be evaluating proposals. Their responsibility is to perform financial analyses of the offerors' proposals and to brief the Source Selection Evaluation Board of their findings. The Source Selection Evaluation Board will then use this information to evaluate and rate the proposals accordingly.

8. PREAWARD REVIEWS. The Government reserves the right to conduct a preaward survey of any offeror under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of technical, financial, management, past performance, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the Contract.

9. COMPETITIVE RANGE. When the SSEB has completed its evaluation, and if discussions are to be conducted, a competitive range will be established comprised of all of the most highly rated proposals. After the Government's receipt of the participating offerors' final revised proposals, those proposals still included in the competitive range will be reevaluated based upon the supplemental information, and an award will be made without further discussions.

10. AWARD OF CONTRACT. The Government will award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value to the Government after evaluation, all factors considered (i.e. technical, financial, management, past performance, and utilization of small business concerns). The factors to be used to evaluate offers are identified in the "Instructions to Offeror" portion of this attachment.

11. CONTRACT MANAGEMENT PROCEDURES (CMPs). CMPs will consist of detailed administrative processes and procedures describing how the Contractor will perform the functions and duties required by the terms and conditions of the Contract. After award, the Omaha District will request the offeror to submit CMPs for review, finalization and incorporation into the Contract.

12. PROTESTS. Protests, as defined in 33.101 of the Federal Acquisition Regulation, shall be filed in accordance with FAR Subpart 33.1.

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT INFORMATION

1. Applicant's Legal Name: _____

2. Applicant's Headquarters Address: _____

3. Applicant's Mailing Address: _____

4. Telephone No.: _____ **5. Fax No.:** _____

6. E-Mail Address: _____

7. Principal Contact:

List the Principal contact for this application and any other persons who may submit application to the government and bind the Applicant in connection with the DoD loan program..

Name & Title	Telephone	Fax	Primary Contact?	
			Yes	No
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

8. Type of Entity:

Corporation ☐ Limited Liability Company ☐

General Partnership ☐ Limited Partnership ☐

Other, specify: _____

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT INFORMATION (continued)

9. Tax Identification Number: _____

Pursuant to various federal regulatory requirements, the tax identification numbers collected throughout the application will be used to determine whether the Applicant (and its Principals and Guarantors, as applicable) is delinquent or in default on any federal debt and to collect and report on delinquent debt under the DoD Guaranteed and Direct Loan programs. DoD reserves the right to reject an Applicant if the Applicant (or its Principals or Guarantors) is not in good standing with the government.

10. Dun & Bradstreet Number: _____

11. Principals and Key Officers:

Include key officers of Applicant (specifying CEO, President and CFO), if it is a corporation and any person or entity with more than a 10 percent ownership interest in the Applicant.

Name	Telephone	Fax	Tax Id Number*	Percent Ownership Interest in Applicant
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* Supply Social Security numbers for individuals. If Principals and Key Officers have a 10 percent or greater ownership in the Applicant, complete the attached Credit Investigation Notice form.

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

12. Affiliates

Provide the list of affiliate companies of the Applicant and include parent companies and any subsidiaries. Note the address and relationship of each company.

Company Name	Address	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CORPORATE GUARANTOR INFORMATION

List below the name of any person or entity that will guarantee the Direct and/or Guaranteed Loans or cash-flows of subject military housing project. Attach separate sheets of paper if necessary:

13. Guarantor Name: _____

14. Guarantor Address: _____

15. Contact Name: _____

16. Telephone: _____ **17. Fax:** _____

18. Tax Id Number: _____ **19. Dun & Bradstreet No:** _____

20. Guarantor of Guaranteed Loan? _____ **Guarantor of Direct Loan?** _____

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

LOAN INFORMATION

The Applicant is applying for approval for (check applicable boxes and provide requested information):

21. <input type="checkbox"/> Guaranteed Loan	22. <input type="checkbox"/> Direct Loan
a. Lender: _____	a. Lender _____ Department of Defense
b. Loan Amount: _____	b. Loan Amount: _____
c. Fixed Rate <input type="checkbox"/> Adjustable Rate <input type="checkbox"/>	c. Fixed Rate <input type="checkbox"/> Adjustable Rate <input type="checkbox"/>
Index, if adjustable rate: _____	Index, if adjustable rate: _____
d. Interest Rate: _____	d. Interest Rate: _____
e. Term of Loan: _____	e. Term of Loan: _____
f. Amortization Period of Loan: _____	f. Amortization Period of Loan: _____
g. Expected Loan Closing Date: _____	g. Expected Loan Closing Date: _____
h. Expected Loan Maturity Date: _____	h. Expected Loan Maturity Date: _____

23. Multifamily Loan Information

Yes ☐ **No** ☐

The Applicant has received a multifamily housing loan in the past.
If yes, list each loan and its status. Attach additional sheets if necessary.

Type (FHA, etc)	Loan Number	Original Amount and Origination Date	Name of Lender and Loan Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT CERTIFICATIONS

Attached to this application are true and correct copies of the following information from the Applicant and Principals of the Applicant. (Principal is being defined for purposes of this application as a person, party or entity with a 10 percent or greater ownership interest in the Applicant.):

- | | Yes | No | |
|-----|--------------------------|--------------------------|---|
| 24. | <input type="checkbox"/> | <input type="checkbox"/> | Financial statements, audited by an independent public accountant, for the most recent three years. If the Applicant is an entity which has existed for less than three years, the Applicant has also provided audited financial statements for the Principals of the Applicant. If audited financial statements are unavailable for any party, the Applicant has submitted financial statements that are certified as being true and correct by an authorized representative of the Applicant, and by the Principal(s), as applicable. |
| 25. | <input type="checkbox"/> | <input type="checkbox"/> | Federal tax returns for the most recent three years. |
| 26. | <input type="checkbox"/> | <input type="checkbox"/> | All bank statements for the most recent three months. |
| 27. | <input type="checkbox"/> | <input type="checkbox"/> | The Applicant's organizational documents, including the Certificate of Incorporation where applicable, are certified as being true and correct by an authorized representative of the Applicant. |

The Applicant hereby agrees to:

28. Comply with all DoD and Army policies and procedures governing borrowers under the DoD loan programs, including requirements set forth in the form of the Guaranty Agreement for the Fort Carson Army Base MHPI project, those otherwise established by DoD and the Army, and all applicable federal regulatory requirements;
29. Comply with the conditions established by the government for continued participation as a borrower in the DoD loan programs;
30. Notify DoD in writing within 30 days if there are any material changes in its corporate or ownership structure or business practices, including, but not limited to changes in name, Principal place of business, mergers, dissolution, bankruptcy or insolvency, and character of business. Applicant shall also notify the government of material changes in any information provided in connection with this application;
31. Promptly furnish any additional information needed in connection with any DoD loan, its approval as a borrower under the DoD loan programs, and its operation. Make available to the government upon reasonable prior notice, for inspection, copying and auditing, its books, records and accounts with respect to any DoD loan and its general operations relating to any DoD loan; and

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT CERTIFICATIONS (continued)

32. Transfer its rights and obligations with respect to a DoD Guaranteed or Direct Loan only to parties approved by the government and meeting the standards set forth in the related loan documents.

In addition to the agreements set forth above, the Applicant specifically agrees to comply with the following requirements in furtherance of Office of Management and Budget (OMB) Circular A-129 and the Debt Collection Improvement Act of 1996. These requirements will be performed in connection with any future DoD Direct or Guaranteed Loan and will be complied with in connection with the subject Guaranteed and Direct Loans.

33. The Applicant (and its Principals and Guarantors) have provided their tax identification number to DoD.
34. The Applicant (and its Principals and Guarantors) acknowledge and understand that their tax identification number will be used by any lender participating in the Guaranteed and Direct Loan programs and the government to determine whether such parties are delinquent or in default on any federal debt and to collect and report on delinquent debt of borrowers under the DoD Guaranteed and Direct Loan programs.
35. The Applicant (and its Principals and Guarantors) acknowledge and understand that any Guaranteed Lender and the government will report credit extensions and delinquent debts of prospective borrowers under the Guaranteed and Direct Loan programs to credit reporting bureaus to support the improvement of providing debtor information to the public and federal agencies.
36. The Applicant (and its Principals and Guarantors) acknowledge and understand that any Guaranteed Lender and the government will determine as part of its underwriting process whether the Applicant (and its Principals and Guarantors) is creditworthy and have the ability to repay proposed Guaranteed and Direct Loans. The process for making such a determination shall include, at a minimum, obtaining and evaluating credit reports from credit agencies, obtaining and evaluating appraisal reports when necessary, and evaluating whether the proposed loans evidence a commercially reasonable debt service coverage and loan-to-value ratio.
37. The Applicant (and its Principals and Guarantors) acknowledge and understand that any Guaranteed Lender and the government will deny credit to the Applicant for a Guaranteed and/or Direct Loan if the Applicant (or its Principals and Guarantors) owes delinquent debt to the federal government and such delinquency has not been satisfactorily resolved according to the federal agency responsible for administering such delinquent debt.

The Applicant hereby certifies as follows:

38. Neither the Applicant nor any of its Principal officers, directors, if applicable, Guarantors or owners listed above have been debarred or suspended from participation in any federal lending programs.
39. Neither the Applicant nor any of its Principal officers, directors, if applicable, Guarantors or owners listed above are in default or delinquent on any federal debt or loans.

BORROWER APPROVAL APPLICATION
DEPARTMENT OF DEFENSE (DoD) MILITARY PRIVATIZATION INITIATIVE (MHPI)
DOD DIRECT AND GUARANTEED LOAN PROGRAMS

PROJECT: Fort Carson Army Base

APPLICANT CERTIFICATIONS (continued)

- 40.** It is duly organized and validly existing under the laws of the State of Texas and is legally authorized to carry on its business in the State of Texas.
- 41.** It is in good standing with all applicable federal, state and/or local regulating bodies.
- 42.** It has the lawful authority to borrow any Guaranteed and/or Direct Loans as listed above in its own name.

43. Authorized Officer

This application is a material representation of fact upon which reliance is being placed by the federal government. Submission of this application is a prerequisite for approval as a borrower and the approval of the proposed Guaranteed and Direct Loans. It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S. code, Section 1001.

The undersigned person certifies that she/he is authorized to execute this application on behalf of the Applicant and its Principals and its Guarantors. By submitting this application, the undersigned certifies that the facts stated and the representations made in this application are true, to the best of the Applicant's knowledge and belief after due diligence, and that the Applicant has not omitted any material facts.

By: _____
(Signature of Authorized Officer)

Name: _____

Title _____

Date: _____

GUARANTEED LENDER ELIGIBILITY FORM

PURPOSE

This form was created in an effort for DoD to:

- Meet federal requirements regarding guaranteed lender eligibility, as stated in the Office of Management and Budget (OMB) Circular No. A-129 and the Debt Collection Improvement Act (DCIA) of 1996. Circular No. A-129 establishes policies and procedures for federal credit programs and states that agencies “should establish and publish in the Federal Register specific eligibility criteria for lender participation in federal guaranteed loan programs.” This lender eligibility form is intended to meet the standards outlined in the Circular. This form also incorporates information required under DCIA, such as requesting tax identification numbers to track any possible delinquent or defaulted government debt.

This form also allows DoD to:

- Facilitate information collection and evaluation processes for determining a lender’s eligibility to participate in DoD’s MHPI Loan Guaranty Program.
- Assure that the prospective guaranteed lender has read and understands all loan documents relating to the particular project the lender plans to finance, and has made preliminary representations in the form of certifications.
- Evaluate the lender’s commitment to finance a particular project.

MAJOR SECTIONS

- **General Information:** This section identifies the lender and assures DoD that the lender has met the minimum requirement of being an approved lender for Fannie Mae, Freddie Mac, Ginnie Mae, FHA or Federal Home Finance Board.
- **Contacts/Principal Officers:** This section provides an easy reference to determine appropriate contacts and key officials in the company. In addition, it is meant to ensure that the lender has adequate staff to handle all aspects of the multifamily mortgage business.
- **Company Profile:** This section provides preliminary information on the operations and management of the company. Financial and insurance information is requested in order to determine the lender’s financial strength.
- **Mortgage Lending Experience:** This section gives DoD a better understanding of the extent of the lender’s involvement in the mortgage business in general.

GUARANTEED LENDER ELIGIBILITY FORM

- **Multifamily Mortgage Lending Experience:** This section gives DoD assurance that the lender has experience originating and servicing multifamily mortgages. It also indicates how the lender manages delinquencies.
- **Other Servicing Performance/Internal Controls:** The questions posed in this section are meant to assure DoD that loan requirements will be met and the lender's policies and standards are clearly articulated. Furthermore, DoD is informed of the degree and extent of the lender's policies and procedures.
- **Statement of Certification:** This section helps DoD identify early in the transaction process any potential conflicts or deal breakers. DoD is also assured that the prospective guaranteed lender has read and understands all loan documents; has provided a list of contingencies relating to the financing of the transaction; and has made a firm commitment. This section also includes certifications in regard to delinquent federal debt. *One policy issue to be discussed is whether DoD will accept a lender who has sought and obtained debt forgiveness from the federal government for delinquent federal debt.*

Note:

Definition of Guaranteed Lender: The applicant is applying for approval to become a DoD Guaranteed Lender. The Guaranteed Lender is the entity that will execute the DoD Military Housing Loan Guaranty Agreement and associated Mortgage and Note.

**Department of Defense Military Housing Privatization Initiative
Guaranteed Lender Eligibility Form**

I. General Information

1. Federal Tax ID No. _____

2. Dun and Bradstreet No. _____

3. Lending Company* Name _____

(On a separate sheet of paper, also supply all other names under which you do business)

*Provide name of company that will be the signatory to the Military Housing Loan Guaranty Agreement

4. Lender's Headquarters Office Address _____

5. Lender's Mailing Address _____

6. Lending Company Type _____

(i.e., Commercial Bank, Investment Bank, Housing Finance Agency, Insurance Company, Conduit, Credit Union, Finance Company, Mortgage Bank, Trade Association, Thrift, Other-specify)

7. Active Affiliates

(Include parent companies and subsidiaries with addresses—attach additional sheets is necessary)

a. _____

c. _____

b. _____

d. _____

8. Are you or have you been an approved multifamily lender/servicer/issuer and in good standing under the multifamily program(s) of the Federal Housing Administration, Ginnie Mae, Fannie Mae, Federal Home Finance Agency or Freddie Mac? Yes No

9. Have you closed at least one multifamily loan within the last 12 months and/or are currently servicing at least one multifamily loan for one or more of institutions noted in # 8 above? Yes No

Attach explanation as needed.

Attached

10. Please provide the following information and attach letters from subject agencies noting that your company is approved and in good standing. If you are not in good standing, please include the reasons for the current status and an explanation of steps your organization is taking to change the current status. Attached

Organization	Lender #	Approval date	OPB of loans originated in last 12 months	UPB of loans serviced in last 12 months
Organization	Lender #	Approval date	OPB of loans originated in last 12 months	UPB of loans serviced in last 12 months

**Department of Defense Military Housing Privatization Initiative
Guaranteed Lender Eligibility Form**

II. Contacts/Principal Officers

1. Provide the name and title of key contact person. Also include address, phone number and fax number. Attached
2. List the principal officers, their titles, and their primary areas of responsibility. Attached
3. List principal owners with more than a five percent ownership interest in the company. Indicate ownership interest. If a partnership, indicate ownership share of each partner, managing partner and identify. Attached
4. List the names and titles of individuals in *charge of multifamily mortgage areas* listed below:
 - a. Multifamily housing loan originations_____
 - b. Secondary Marketing_____
 - c. Underwriting _____
 - d. Quality Control_____
 - e. Escrow Accounting/Escrow Management_____
 - f. Servicing_____
 - g. Asset Management_____
 - h. Non-performing Loan Management_____
 - i. Other_____
5. Provide the name(s) of your President and Chief Financial Officer. Include phone number and fax number:

President _____ Phone _____ Fax _____

CFO _____ Phone _____ Fax _____

III. Company Profile

1. Provide a brief narrative describing the history and general scope of your operations. Include mergers, acquisitions, bankruptcy or default history, and recent business changes. Attached
2. Provide a copy of your audited, consolidated financial statements for the last three years. If the audited statements are more than six months old, please provide copies of interim statements. Attached

**Department of Defense Military Housing Privatization Initiative
Guaranteed Lender Eligibility Form**

3. List the states in which you are legally authorized to do business:

4. Provide a complete copy of your Fidelity Bond and Errors and Omissions insurance coverage. Attached

5. Optional: Are you a minority-owned business concern? Yes No

[Definition of a minority-owned business concern: "a firm in which more than fifty percent (50%) of the ownership is held by one or more minorities. In the case of a publicly-owned company, more than fifty percent (50%) of its voting stock must be controlled by minorities. Additionally, the management and daily business operations must be controlled by one or more such individuals."]

Black Hispanic American Indian/Alaskan Native
Asian/Pacific Islander Other (Specify)

6. Optional: Are you a woman-owned business concern? Yes No

[Definition of a woman-owned business: "a firm in which more than fifty percent (50%) of the ownership or control is held by one or more women. In the case of a publicly-owned company, more than fifty percent (50%) of the voting stock must be owned or controlled by one or more women. Additionally, the management and daily business operations must be controlled by one or more such individuals. In this context, 'control' means exercising the power to make policy decisions."]

7. Provide your Fiscal Year End Date: _____

IV. Mortgage Lending Experience

1. Provide originations by product type based on the volume generated for each of the last three fiscal years. Include total number of loans and Original Principal Balance (OPB):

Total Mortgage Loan
Originations

	Fiscal Year _____ No. Loans OPB	Fiscal Year _____ No. Loans OPB	Fiscal Year _____ No. Loans OPB
Conventional	_____ \$ _____	_____ \$ _____	_____ \$ _____
Government	_____ \$ _____	_____ \$ _____	_____ \$ _____
Total	_____ \$ _____	_____ \$ _____	_____ \$ _____

Department of Defense Military Housing Privatization Initiative Guaranteed Lender Eligibility Form

2. Provide servicing by product type based on the status as of the end of each of the last three fiscal years. Include unpaid principal balance (UPB) information.

Total Mortgage Loan
Servicing Portfolio

	Fiscal Year _____ No. Loans	UPB	Fiscal Year _____ No. Loans	UPB	Fiscal Year _____ No. Loans	UPB
Conventional	_____	\$ _____	_____	\$ _____	_____	\$ _____
Government	_____	\$ _____	_____	\$ _____	_____	\$ _____
Total	_____	\$ _____	_____	\$ _____	_____	\$ _____

3. Provide the following statistics on total mortgage servicing portfolio:

	Fiscal Year End _____	Fiscal Year End _____	Fiscal Year End _____
WAC (Weighted Average Coupon)	_____	_____	_____
WAM (Weighted Average Maturity)	_____	_____	_____
WALA (Weighted Average Loan Age)	_____	_____	_____

4. Please list the five largest loans your organization has funded in the last three years.

<u>Loan Type</u>	<u>Original UPB</u>	<u>Origination Date</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

5. What is the largest loan you are prepared to fund? _____

Department of Defense Military Housing Privatization Initiative Guaranteed Lender Eligibility Form

V. Multifamily Mortgage Lending Experience

1. Do you originate multifamily mortgages? Yes ☐ No ☐
2. Do you service multifamily mortgages? Yes ☐ No ☐
3. Provide Multifamily Housing loan originations by product type based on the volume generated for each of the last three fiscal years. Include total number of loans and OPB:

Total Multifamily Housing Mortgage Loan Originations

	Fiscal Year _____		Fiscal Year _____		Fiscal Year _____	
	No. Loans	OPB	No. Loans	OPB	No. Loans	OPB
Conventional	_____	\$ _____	_____	\$ _____	_____	\$ _____
Government	_____	\$ _____	_____	\$ _____	_____	\$ _____
Total	_____	\$ _____	_____	\$ _____	_____	\$ _____

4. Provide servicing by product type based on the status as of the end of each of the last three fiscal years.

Total Multifamily Housing Mortgage Loan Servicing Portfolio

	Fiscal Year _____		Fiscal Year _____		Fiscal Year _____	
	No. Loans	UPB	No. Loans	UPB	No. Loans	UPB
Conventional	_____	\$ _____	_____	\$ _____	_____	\$ _____
Government	_____	\$ _____	_____	\$ _____	_____	\$ _____
Total	_____	\$ _____	_____	\$ _____	_____	\$ _____

5. Provide the following statistics on total *multifamily* mortgage portfolio:

	Fiscal Year End _____	Fiscal Year End _____	Fiscal Year End _____
WAC (Weighted Average Coupon)	_____	_____	_____
WAM (Weighted Average Maturity)	_____	_____	_____
WALA (Weighted Average Loan Age)	_____	_____	_____

Department of Defense Military Housing Privatization Initiative

Guaranteed Lender Eligibility Form

6. Provide the following delinquency and foreclosure information.

Delinquent Multifamily Housing Loans -Conventional

	Fiscal Year Ending_____		Fiscal Year Ending_____		Fiscal Year Ending_____	
	No. Loans	UPB	No. Loans	UPB	No. Loans	UPB
30 days	_____	\$_____	_____	\$_____	_____	\$_____
60 days	_____	\$_____	_____	\$_____	_____	\$_____
90 days	_____	\$_____	_____	\$_____	_____	\$_____
Greater than 90 days	_____	\$_____	_____	\$_____	_____	\$_____
In foreclosure	_____	\$_____	_____	\$_____	_____	\$_____
<i>Avg. time in foreclosure</i>	_____		_____		_____	
In bankruptcy	_____	\$_____	_____	\$_____	_____	\$_____
<i>Avg. time in bankruptcy</i>	_____		_____		_____	
REO	_____	\$_____	_____	\$_____	_____	\$_____
<i>Avg. time in REO</i>	_____		_____		_____	
Total	_____	\$_____	_____	\$_____	_____	\$_____

Delinquent Multifamily Housing Loan Portfolio - Government

	Fiscal Year Ending_____		Fiscal Year Ending_____		Fiscal Year Ending_____	
	No. Loans	UPB	No. Loans	UPB	No. Loans	UPB
30 days	_____	\$_____	_____	\$_____	_____	\$_____
60 days	_____	\$_____	_____	\$_____	_____	\$_____
90 days	_____	\$_____	_____	\$_____	_____	\$_____
Greater than 90 days	_____	\$_____	_____	\$_____	_____	\$_____
In foreclosure	_____	\$_____	_____	\$_____	_____	\$_____
<i>Avg. time in foreclosure</i>	_____		_____		_____	
In bankruptcy	_____	\$_____	_____	\$_____	_____	\$_____
<i>Avg. time in bankruptcy</i>	_____		_____		_____	
REO	_____	\$_____	_____	\$_____	_____	\$_____
<i>Avg. time in REO</i>	_____		_____		_____	
Total	_____	\$_____	_____	\$_____	_____	\$_____

**Department of Defense Military Housing Privatization Initiative
Guaranteed Lender Eligibility Form**

7. Please list the five largest *multifamily* loans your organization has funded in the last three years.

<u>Loan Type</u>	<u>Original UPB</u>	<u>Origination Date</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

8. Specify whether you are a rated master servicer or special servicer by any rating agencies. Provide rating agency, rating and date of rating.

<u>Rating Agency</u>	<u>Rating</u>	<u>Rating Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Are you currently participating in other MHPI projects?
If "Yes", attach project description, loan sizes and characteristics.
- Yes No
Attached

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VI. Mortgage Lending Procedures And Internal Controls

Note: Following approval by the Department of Defense (DoD), lenders must establish and follow formal written procedures that correspond to the DoD Loan Guaranty Agreement for all functions.

1. Do you use a commercially available software package or an in-house computer system for loan servicing?
Specify the package used: _____ Yes No
2. Do you intend to use a subservicer for your multifamily servicing functions? Yes No
Subservicer Name/Address

3. Attach an executed copy of your subservicing contract, if applicable. Attached
4. If you have not executed a subservicing contract, please indicate when you intend to do so: Date: _____
5. If you are intending to use a subservicer, attach information on the subservicer similar to the data request outlined in Section IV-Mortgage Lending Experience and Section V-Multifamily Mortgage Lending Experience (including all delinquency data) Attached
6. Who monitors subservicer performance at your company and what is their experience?
Attach additional sheets if necessary. Attached

7. Describe your procedures for monitoring subservicer performance. Attached
8. Do you have written procedures and controls for underwriting, approving, closing, servicing and delivering multifamily housing loans? Yes No
9. Please describe three default remedies used by your organization or subservicer for handling multifamily mortgages. Attached
10. Do you have a formal origination, underwriting, and delivery quality control process? Yes No
11. If yes, to number 10, is the quality control function performed by someone independent from the daily origination, underwriting, and delivery functions? Yes No
12. Do you have a formal servicing/asset management quality control plan? Yes No

Department of Defense Military Housing Privatization Initiative Guaranteed Lender Eligibility Form

- | | | |
|---|----------------------|-----------|
| 13. If yes, to number 12, is the servicing quality control function performed by someone independent from the daily servicing/asset management functions? | Yes | No |
| 14. Attach a list of areas that your written quality control plan covers. | Attached | |
| 15. Do you have a plan for identifying, renovating, testing and implementing solutions by year 2000 systems processing? Describe. | Description Attached | Yes No |

VII. Statement Of Certification

- | | | |
|---|----------|----|
| 1. Have you read all loan documents relating to the Department of Defense's Military Housing Loan Guaranty provided with this solicitation or directly from DoD? | Yes | No |
| 2. Do you understand the terms of DoD's guaranteed loan program as detailed in the loan documents? | Yes | No |
| 3. If your application is being submitted with a bidder's proposal, have you attached a loan term sheet and firm commitment for the subject transaction? | Yes | No |
| 4. Do you have any contingencies related to the financing of the subject transaction? | Yes | No |
| 5. If yes to number four, attach your list of contingencies. | Attached | |
| 6. Does your company have delinquent and/or defaulted government debt? | Yes | No |
| 7. Is your company the subject of any litigation, assessment, or contingent liabilities not disclosed in your financial statements? | Yes | No |
| 8. Does your company agree to transfer ownership of, or the servicing obligations with respect to, a guaranteed loan only to parties approved by the government or meeting the standards set forth in DoD's Military Housing Loan Guaranty Agreement? | Yes | No |
| 9. Is your company duly organized and validly existing under the laws of the states listed in Section III-3 of this form and is legally authorized to carry on its business and is qualified to do business in the states listed in Section III-3 of this form? | Yes | No |

10. To the best of the lender's knowledge, with respect to the lender; any management

Department of Defense Military Housing Privatization Initiative Guaranteed Lender Eligibility Form

officials or owners with five percent or more interest or affiliated business entities of the lenders; or any employees, agents, or subservicer who will perform services relating to DoD Military Housing Guaranteed Loans:

Yes No

- a. Are there any personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who will be acting under this transaction?

Description Attached

Yes No

- b. Have any such persons ever been suspended, excluded, or debarred from contracting with a Federal entity?

Description Attached

Yes No

- c. If this form is being completed as part of a solicitation, have any such persons ever been engaged to provide services or advice on the institutions and/or assets that are the subject of this solicitation?

Description Attached

Yes No

- d. Have any such persons been subject to any order, judgment or decree enjoining the engagement in any activities in connection with any type of business transaction or acting as an investment adviser, underwriter, broker, dealer, financial institution, or any other business?

Description Attached

Yes No

- e. Have any such persons ever been convicted of a crime or named in a pending criminal proceeding?

Description Attached

Yes No

- f. Have any of such persons been suspended, terminated, debarred, or denied approval by HUD, Ginnie Mae, FHA/VA or any mortgage insurance lender warehouse lender, secondary market investor (*including Fannie Mae and Freddie Mac*), conduit, or correspondent?

Description Attached

Yes No

- g. Have any such persons been made insolvent, made a general assignment for the benefit of creditors, declared bankrupt, suffered or permitted the appointment of a receiver for its business or assets, liquidated, or denied fidelity insurance coverage or mortgagee's errors and omissions insurance coverage?

Description Attached

Yes No

11. Is your company in good standing with all applicable federal, state and/or local regulating bodies, if any.

Yes No

12. Does your company have the lawful authority to originate and/or service DoD guaranteed loans in its own name?

Yes No

13. Are there any actions, claims, inquiries, investigations, suits or proceedings pending, at law or in equity or before or by any government agency, or, to the knowledge of your

Department of Defense Military Housing Privatization Initiative Guaranteed Lender Eligibility Form

company, threatened against or affecting your company which reasonably may be expected to result in any material adverse change in the business, operations, assets or condition of your company?

Description Attached Yes No

14. Does your company agree to notify DoD in writing within 30 days if there are any material changes in its corporate or ownership structure or business practices, including, but not limited to changes in name, principal place of business, mergers, dissolution, bankruptcy or insolvency, character of business, status as an approved lender in any federal loan or loan guaranty programs? Do you also agree to notify the government of material changes in any information provided in connection with this application?

Yes No

15. Does your company agree to comply with the conditions established by the government for continued participation in the DoD Military Housing Loan Guaranty Program?

Yes No

16. Does your company agree to promptly furnish any additional information needed in connection with its approval as a guaranteed lender, its operation or in connection with any guaranteed loan? Does your company agree to make available to the government upon reasonable prior notice, for inspection, copying and auditing, its books, records and accounts with respect to any guaranteed loan or general operations relating to any guaranteed loan? If any guaranteed loan shall ever be serviced or sub-serviced by a party other than the lender, will your company require (and any servicing or subservicing agreement shall contain a provision requiring) that any such servicer or subservicer permit such on-site inspections, evaluations and audits of its operations and records?

Yes No

In addition to the agreements set forth above, the lender specifically must agree to comply with the following requirements in furtherance of Office of Management and Budget (OMB) Circular A-129 and the Debt Collection Improvement Act of 1996.

17. Does your company agree to require prospective borrowers (including all principals of the borrower) under the DoD guaranteed loan program to provide their tax identification number? Does your company agree to notify parties that their tax identification number will be used by the lender and the government to determine whether such parties are delinquent or in default on any Federal debt and to report on delinquent debt?

Yes No

18. Does your company agree to collect and report on delinquent debt of borrowers under the DoD guaranteed loan program?

Yes No

19. Does your company agree to report credit extensions and delinquent debts of prospective borrowers under the guaranteed loan program to credit reporting bureaus to support the improvement of providing debtor information to the public and federal agencies?

Yes No

20. Does your company agree to determine as part of its underwriting process whether a prospective borrower for a guaranteed loan is creditworthy and has the ability to repay a proposed guaranteed loan? The process for making such a determination shall include, at a

**Department of Defense Military Housing Privatization Initiative
Guaranteed Lender Eligibility Form**

minimum, obtaining and evaluating credit reports from credit agencies, obtaining and evaluating appraisal reports when necessary, and evaluating whether the proposed loan evidences a commercially reasonable debt service coverage and loan-to-value ratio.

Yes No

21. Does your company agree to deny credit to a prospective borrower for a guaranteed loan if such party (or its principals) owes delinquent debt to the federal government and such delinquency has been satisfactorily resolved according to the federal agency responsible for administering such delinquent debt?

Yes No

The undersigned entity hereby represents and warrants that: (1) all information contained in this Eligibility Form is complete and accurate, and (2) DoD will be notified of any material change in the information provided in this Form during the time after submission of this Form and prior to approval. The undersigned entity understands that DoD will be relying upon the information contained in this Form and that any misrepresentation or omission may constitute a civil or criminal violation and may be cause for suspension or termination as a Guaranteed Lender by DoD.

This application is a material representation of fact upon which reliance is being placed by the federal government. Submission of this application is a prerequisite for approval as a guaranteed lender. It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S. code, Section 1001.

The undersigned person certifies that she/he is authorized to execute this application on behalf of the lender and its principals. By submitting this application, the undersigned certifies that the facts stated and the representations made in this application are true, to the best of the lender's knowledge and belief after due diligence, and that the lender has not omitted any material facts.

Name: _____

Title: _____

Signature: _____

Company: _____

Date: _____

Department of Defense Military Housing Privatization Initiative

Guaranteed Lender Eligibility Form

INSTRUCTIONS FOR COMPLETION OF THE GUARANTEED LENDER ELIGIBILITY FORM

Use the attached form to apply for approval as a guaranteed lender status for the Department of Defense's (DoD) Military Housing Privatization Initiative (MHPI). The form is designed to collect basic information needed in order for DoD to undertake a full examination of the applicant. This application form is valid only when it is complete and signed by the proper authority. The following instructions apply to the attached application form.

I. General Information

1-2. The Federal tax identification number and the Dun and Bradstreet number will be used to determine whether the prospective lender is delinquent or in default on any federal debt and to collect and report on delinquent debt under the DoD guaranteed loan program. DoD reserves the right to reject a potential lender if it is not in good standing with the government. If your Dun and Bradstreet number is not known, contact your local Dun and Bradstreet office.

3-6. Self-explanatory

7. DoD reserves the right to request financial or other information from parent companies and subsidiaries as necessary in order to complete its evaluation.

8. Self explanatory

9. Self explanatory

10. In addition to information requested on this form, attach any information that will confirm your current level of participation in these agency's programs.

II. Contacts/Principal Officers

1-3. Self-explanatory

4. DoD requests information on individuals in charge of multifamily mortgage areas to ensure that there is adequate quality staffing for MHPI project loans. In addition to the functions noted under 4a-4h, include individuals in charge of other areas not listed under "4i-Other."

5. Self-explanatory

III. Company Profile

1. Self explanatory

2. In the event that current audited financials for the last three years are not available, please attach an explanation along with interim financial statements.

3. Self explanatory

4. Self explanatory

5. The definition of minority-owned business concern is from the FAR.

6. The definition of woman-owned business concern is from the FAR.

7. Fiscal Year End Date should correspond with financial statements.

IV. Mortgage Lending Experience

1. Loans that are sold to Fannie Mae, Freddie Mac or other private sector company are considered conventional. FHA, Rural Housing Service and Veterans Administration loans, among others, are considered government. Note that the original loan balances (OLBs) are requested.

2. Note that the unpaid principal balances (UPBs) are requested.

3. The WAC, WAM and WALA is for the entire portfolio, whether government or conventional.

4. The loans do not need to be multifamily loans. Loans should have been originated in the last three years.

5. This figure does not commit the lender. It is meant to provide DoD with an understanding of what the lender's perceived loan limit is.

V. Multifamily Mortgage Lending Experience

1-2. Based on status as of current fiscal year.

3-5. Corresponds to 1-3 in "IV. Mortgage Lending Experience" section, except it only includes multifamily mortgages.

6. Average time in foreclosure, bankruptcy or REO should be noted in months. A separate attachment is acceptable.

7. Loans listed should have been originated in last three years.

8. Include ratings from all agencies. If you have been rated more than once by the same agency, provide the most recent rating.

9. Self-explanatory.

VI. Mortgage Lending Experience

1. If more than one loan servicing system is used, list all and explain what each system is used for.

2-7. Subservicer information should be as complete as possible, especially if subservicer will be used for MHPI projects.

8. DoD may request copies of your written procedures for underwriting and servicing multifamily loans.

9. Default remedies should include concrete examples of ways in which the remedies were exercised.

10-14. A clearly written and comprehensive quality control plan is requested.

15. Attach plan for handling Year 2000 systems processes.

VII. Statement of Certification

1-21 and Signature. The following are representations that will be part of your permanent record. Items 17-21 ensure compliance with federal requirements, including compliance with the Debt Collection Improvement Act of 1996 and the Office of Management and Budget (OMB) Circular A-129. For all certifications that are indicated as "No", attach explanations or legal opinion for any of your responses, if appropriate. This application must be signed by an officer of the company who has the authority to certify on behalf of the lender and its principals.

**STATEMENT OF DEVELOPMENT SOURCES AND USES OF FUNDS PROFORMA
FORMAT (\$000s)**

OFFEROR NAME: _____ **DATE:** _____

SOURCES:
Net Operating Income (absorption period only)
Equity Contributions
First Mortgage Proceeds
Second Mortgage Proceeds
or Financing Participation
Other Sources (define)
TOTAL SOURCES
USES:
Pre-development Costs
Land Development Costs
Demolition Costs
Hard Construction Costs
Soft Construction Costs
Construction Period Interest
Debt Service
Other Uses (define)
TOTAL USES
TOTAL SOURCES IN EXCESS OF USES

DEVELOPMENT BUDGET PROFORMA FORMAT (\$000s)

DACA45-98-R-0024

Attachment 1, Exhibit C

1C-1

OFFEROR NAME: _____

DATE: _____

			<u>Amount</u>		<u>Dollars Per Unit</u>	<u>Dollars Per sq ft.</u>
Hard Costs:						
Infrastructure Costs						
Off site Infrastructure Costs						
On site Infrastructure Costs						
Demolition Costs						
Construction Costs						
Landscaping						
Contingency						
Total Hard Costs						
Soft Costs:						
Construction Period Interest						
Architectural/Engineering						
Design Fees						
Legal and Accounting						
Insurance						
Consultant Fees*						
Development Fees*						
Financing Transaction Fees						
Commissions						
Reserves						
Contingency						
Total Soft Costs						
Total Development Costs						
*Specify third party vs. Offeror or related party						

STATEMENT OF OPERATING REVENUES AND EXPENDITURES

DACA45-98-R-0024

Attachment 1, Exhibit C

1C-2

PROFORMA FORMAT (\$000s)

OFFEROR NAME: _____

DATE: _____

Revenues:

Rental Income	\$0
Other Income (list & explain)	\$0

Total Revenues:	\$0
------------------------	------------

Expenditures:

Rental Expenses (excluding real estate taxes)	\$0
Maintenance of Infrastructure	\$0
Real Estate Taxes	\$0
Management Fees	\$0
Insurance	\$0
General & Admin (excluding management fee)	\$0
Replacement Reserve	\$0
Other (list & explain)	\$0

Total Expenditures:	\$0
----------------------------	------------

Net Operating Income	\$0
First Mortgage Debt Service	\$0
Other Debt Service (define)	\$0
Distributions to Investors	\$0
Other Outflows (define)	\$0

Table 1
BUILDING COMPONENT LIFE AND UNIT COST

Building Component	Estimated Life	Unit Cost/Base Year
Carpeting Floor Covering		

DACA45-98-R-0024

Attachment 1, Exhibit C

1C-3

Building Component	Estimated Life	Unit Cost/Base Year
Roofing HVAC System Water Heater Appliances (specify appliance) Exterior Painting Utility & Structural System Landscaping Recreational Areas Whole House Renovation (specify components) Other: (Please list)		

Table 2
CAPITAL BUDGET/RENOVATION SCHEDULE

Building Component	# of Units	Cost Per Unit	1998	---	---	2050	Total Cost
XXX	XX	\$XX	\$XXX				
						<u>\$XXX</u>	
	<u>XX</u>	\$XX				\$XXX	\$XXX
Sub-total	420		\$XXX				
Total		\$XX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX

Table 3
SUMMARY OF CAPITAL RESERVES AND EXPENDITURES

Year	1998	thru	2050
Reserve Deposits			
Reserve Interest			
Reserve Expenditures			
Reserve Balance			

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2
Description/Specifications/Work Statement**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. PURPOSE OF CONTRACT.

a. The Contractor shall provide, maintain, manage and own 840 new family housing units and revitalize or replace, maintain, manage and own the existing 1,823 family housing units on Fort Carson. This Contract is authorized pursuant to Title XXVIII, Subtitle A, Military Housing Privatization Initiative (MHPI) (Public Law 104-106, 10 U.S.C. 2871 et seq.). The objective of this contract is to provide the best possible military family housing at Fort Carson, making the most of all of the financial resources available throughout the term of the contract.

b. The MHPI allows the Government to offer the private sector the following enhancement to promote the construction of new housing. It is up to the offeror to determine whether this enhancement will be required to provide affordable housing for the military personnel of Fort Carson. The Contractor will be provided an investment contribution in the form of land and/or structures and transfer of title of existing units after Contract award. In addition, the following enhancement may be combined with the investment contributions above:

(1) Government loan guarantee equal to the lesser of 80% of the value of the Project; or the amounts of the outstanding principal of the loan. This guarantee will be applicable in the event of base closure, downsizing, or major deployment (see Attachment 3). **NOTE:** Project Value is defined as total project costs during the construction and renovation period.

c. Once the Contract is awarded, the Contractor will be provided an executed copy of the Contract, however, the executed copy of the Contract does not constitute notice to proceed. The Contractor will not receive control of the land, properties, or rent payments for up to 120 days after award of the contract, pending finalization of all documents pertinent to this Contract, including but not limited to final approved financing, final Loan Guaranty, executed Lease for the land, executed Quitclaim Deed, and executed Tenant Lease. A notice to proceed will be provided upon finalization of the Contract documents identified above as a minimum, however, the 50 year term shall begin on the date that this Contract is signed. Upon expiration or termination of this contract, the Contractor shall provide to the Government all historical documents pertaining to the land and buildings.

d. This Contract is subject to the terms and conditions of the Federal Acquisition Regulation (FAR).

e. The Government shall be notified of changes in key personnel. The Contracting Officer or designated representative shall approve changes made to Subcontractors or subleasing of the land herein.

f. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (1) contract clauses; (2) the specifications; and (3) other documents, exhibits, and attachments.

2. PROPERTY TO BE LEASED. The parcels of land to be leased are located at the northwest corner of Fort Carson, Colorado. Approximately 467.18 acres are currently developed. Approximately 309.69 acres are not developed.

3. TERMS AND CONDITIONS OF LEASE.

a. FORM OF LEASE. The leased land will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, sewer pipelines, or other facilities located on the property. The lease (the “Lease”) for said land shall be executed between the Government and Contractor (the “Lessee”). The Contractor shall conform to all technical requirements and other appropriate terms and conditions within the Contract that pertain to the leased land. The Federal Government will retain title to all land identified in the Lease. The Lease is provided at Attachment 4, in its substantive form and shall be subject to the terms, conditions, and provisions of the Contract. No provision of the Contract shall merge into such Lease, and each and every obligation of the Government and the Contractor under this Contract shall remain in full force and effect unless modified in writing by mutual agreement of the Government and the Contractor. The Lease for the land will not be evaluated as part of source selection.

b. TERM. The land will be leased for a term of 50 years, effective on the date of Contract award. At the Government’s option, the Lease may be extended for an additional term not to exceed 25 years.

c. CONSIDERATION. The consideration for the Lease is the operation and maintenance of the premises and operation, maintenance, management, renovation and replacement of the facilities and improvements (as defined in Attachment 4, Land Lease) by the Lessee.

d. JURISDICTION. The properties to be leased are presently subject to exclusive federal legislative jurisdiction. All Federal, State and Local tax, regulatory, recording and other costs and consequences of leasing land subject to federal exclusive or concurrent jurisdiction are the responsibility of the Contractor. The Contractor is advised to consult their own tax counsel concerning all issues of taxation affecting the project. (See paragraph 4e.)

4. DISPOSITION OF IMPROVEMENTS.

a. TITLE OF PROPERTY TO BE CONVEYED. The real property consisting of the existing 1,823 housing units on Fort Carson (see Exhibit B), to include appliances where they are available in the units, will be transferred at no cost to the Contractor after award of the Contract and after financing is obtained by the Contractor and deemed acceptable by the Government. The Contractor shall be responsible for all title transfer and recordation tax, fees or other costs normally the obligation of a Contractor in the location of the property. From the time of title transfer, the Contractor shall be responsible for all real estate taxes, property assessments and other costs normally and customarily the obligation of an owner or ground lessee. No costs of the title transfer shall be borne by the Government. The **Quitclaim Deed** for transfer of the housing units and ancillary improvements, shown at Attachment 5, shall be executed after award and shall be incorporated into and made a part of the Contract. The Quitclaim Deed includes a list of the specific housing units and other property to be transferred to the Contractor. Ownership in the existing housing units and improvements made thereto resulting from the renovation of the housing units will be vested in the Contractor for the term of the Contract/Lease, except as otherwise provided in paragraph c, OWNERSHIP OF IMPROVEMENTS AT END OF CONTRACT TERM. See Attachment 4, Land Lease, paragraph 8, TITLE TO IMPROVEMENTS.

b. ADDITIONAL UNITS. The Government requires that the 840 new housing units be constructed within a maximum of four years from the date of award of the Contract. Ownership in the additional housing units and improvements made thereto resulting from maintenance and future renovation of the housing units will be vested in the Contractor for the term of the Contract/Lease, except as otherwise provided in paragraph c, OWNERSHIP OF IMPROVEMENTS AT END OF CONTRACT TERM. See Attachment 4, Land Lease, paragraph 8, TITLE TO IMPROVEMENTS.

c. OWNERSHIP OF IMPROVEMENTS AT END OF CONTRACT TERM. Upon termination of the Contract, whether by expiration of the term or otherwise, title to the improvements then located on the Premises shall revert and/or be transferred to the Government in accordance with the terms and conditions of Attachment 4, Land Lease.

d. RESPONSIBILITY FOR ENVIRONMENTAL CONDITIONS. As consideration for the Contract, the Contractor understands and agrees to assume full responsibility and liability for any environmental conditions identified in the Preliminary Assessment Screening (PAS as defined in Attachment 4, Land Lease) and the Environmental Assessment (EA) (available for review in the Documents Information Room) that may be present within the existing Improvements on the premises, including without limitation any asbestos-containing materials, lead-based paint, and radon. The Contractor is responsible for the abatement of radon, lead-based paint, and asbestos containing material upon conveyance of the units. The Government agrees to remain responsible

and liable for any environmental conditions in, on, under or around the Premises as of the date of transfer, other than those environmental conditions specifically identified in the PAS and the EA as being present in the Improvements as of the date of transfer. For any environmental conditions first discovered in, on, under or around the Premises after the date of transfer, a presumption will exist that those conditions are the responsibility of the Contractor, but said presumption is rebuttable.

e. TAXES. All Federal, State and Local tax, regulatory, recording and other costs and consequences of leasing land subject to federal exclusive or concurrent jurisdiction are the responsibility of the Contractor. The Contractor will be responsible for the payment of any real estate taxes assessed on the project. In the absence of clear written direction from state and local tax authorities that property taxes are not applicable, or are reduced, Offerors' proposals shall assume that property taxes will be assessed on the project and include such costs in its financial projections. The Offerors' proposal shall also include a plan for use of any savings realized from an exemption from or an abatement of property taxes on the project, or a failure or inability of the local taxing authority to assess property taxes on the project.

f. RENTAL OF HOUSING UNITS. The Contractor shall, during the term of the Contract, use its good faith best efforts to keep each housing unit leased at all times other than during any time period when they are not habitable due to construction or renovation work. This requirement includes efforts to lease any available housing units to nonmilitary or non-DOD persons when circumstances allow such rental to civilians. Housing units shall be rented in the following preference: (1) Fort Carson military members and families; (2) military members and their families from other installations in the Fort Carson vicinity; (3) military retirees authorized occupancy; (4) DOD civilians; and (5) nonmilitary or non-DOD persons.

5. SPECIFIC REQUIREMENTS.

a. The Contractor shall provide site development plans and a detailed time and performance Schedule (defined herein) for completion of the various stages of construction or renovation and delivery of housing units. The site development plans and time and performance schedule provided will be incorporated into the terms and conditions of this Contract. The new construction and renovations must be phased so that at no given time does the total available habitable housing units drop below 1,823 housing units. The Contractor is not permitted to evict tenants to accomplish renovations. Construction of the 840 new family housing units shall be completed within a maximum of four years after award of the Contract and renovations of the existing 1,823 family housing units shall be completed within a maximum of five years after award of the Contract.

b. Rental charges for military personnel shall not exceed the military personnel's housing entitlements. Rent shall be paid monthly in arrears for military members occupying the family housing units. Rent shall be paid pursuant to allotments or electronic transfer of the pay of such members. Each specific housing unit has been or will be categorized by the Government by military pay grade and the rent will be the housing entitlements of the military pay grade designated for each housing unit. Adjustments in rent will correspond to annual adjustments in housing entitlements made by the Government based on yearly appropriations for the pay grade designation of each housing unit. However, in the event that a military person is demoted, the monthly rent to be paid to the Contractor will be the total of that military person's new monthly housing entitlements for the remainder of the time that such military person occupies that particular housing unit. The current rental income for 100% occupancy of 2,663 units based on initial distribution will be approximately \$1,700,000 (1998 figures) per month or an average monthly housing unit rent of approximately \$670.00 per month. These figures are based on the 1998 housing entitlements and may change throughout the term of the contract if DOD changes the authorized housing entitlement rates. Changes to initial rental and grade distribution may be allowed upon agreement by the Government and the Contractor.

c. The Government and Fort Carson authorities will not guarantee occupancy of the housing units. However, Fort Carson has historically operated its existing family housing units with a 95% occupancy rate and there is currently a 1,900 person waiting list for the existing housing units. Although an occupancy guarantee will not be provided, all newly assigned military personnel shall be required to process through the Contractor prior to obtaining any other housing (right of first referral).

d. The new housing units must contain a specified number of barrier free accessible units so as to meet state and Local codes for multi-family dwellings including hearing impaired and visually impaired accommodations. Five percent of the new construction must meet the Americans with Disabilities Act requirements and shall be proportionately spread among the different family housing unit types.

e. The proposed development shall reflect a community atmosphere and must provide for the following minimum elements:

(1) Renovation of 1,740 of the existing 1,823 family housing units within the first five years of the Contract. The Contractor shall renovate, or demolish and replace housing units at the Contractor's discretion. Replacement construction must comply with the new construction requirement in this RFP. Renovations of the 1,740 existing family housing units should include but not be limited to, in the following priority (mandatory renovations are indicated by an asterisk):

*(a) Environmental hazard abatement to include asbestos, lead-based paint and radon, except as noted in Exhibit C.

*(b) New interior and exterior energy efficient light fixtures, upgraded wiring, switches and receptacles to current code, and 150 Amp electric panels.

*(c) All new kitchen, bathroom, and laundry room interior plumbing fixtures.

*(d) All new kitchen and laundry room base cabinets, wall cabinets, countertops, and bathroom vanities.

*(e) All new interior trim and door casings, interior and exterior doors and hardware, and vinyl or aluminum window blinds.

*(f) Paint interior wall surfaces and ceilings and replace and repair all damaged drywall.

*(g) All new appliances to include range/oven, dishwasher, garbage disposal, refrigerator, exhaust fans, two ceiling fans per unit (preferably located in the master bedroom and kitchen/dining room area), and smoke detectors.

*(h) New floor coverings.

*(i) Individual electric, gas and water meters for all family housing units. The Contractor shall be required to maintain all service line utilities within the family housing areas identified in the attached Lease. All main distribution systems within the family housing areas shall be maintained by the Government.

(j) Addition of patios and/or decks.

(k) Replace/repair all carports.

(l) Exterior family housing unit repair to include but not limited to painting and pavement repair.

(m) Additional parking spaces to increase the current one per unit to 1.5 per unit and sealcoat existing parking surfaces.

(n) Addition of lawn sprinkler systems in housing areas 4, 5, 6, and seven.

(o) Bury all exterior utility lines (i.e., electric, cable tv, and telephone).

* (p) Provide landscaping and ground drainage repairs around structures. Certain areas of Fort Carson housing have historically been prone to ground flooding. Appropriate repairs will be necessary to prevent future flooding in family housing units. Service call records pertaining to ground flooding and any additional historical records necessary are available for review in the Documents Information Room at Fort Carson.

(q) All renovation cost estimates must be based on accomplishing all the mandatory renovations indicated above, plus those optional renovations chosen to be provided by the offeror. However, prior to renovating a unit or group of units, a joint inspection will be conducted by the Contractor and the Government. During this inspection some items may be deleted from the scheduled renovation. The value of such deleted items will be required to be placed into the capital repairs and improvements escrow at the time of the renovation. This value will be a mutually agreed price between the Contractor and the Government commensurate with existing prices prevailing in the Colorado Springs area.

(2) Renovations of the remaining 83 of the 1,823 family housing units within the first five years of the Contract. The Contractor shall renovate, or demolish and replace housing units at the Contractor's discretion. Replacement construction must comply with the new construction requirement in this RFP. Renovations of the remaining 83 family housing units (see Exhibit E for a listing of the 83 family housing units) shall include but not be limited to (mandatory renovations are indicated by an asterisk):

* (a) Kitchen/bathroom renovation except housing units 1 through 11, to include plumbing fixtures, cabinets, floor coverings, vanities, and countertops.

* (b) Replace interior trim, and interior and exterior doors and hardware.

* (c) Replace dishwashers and garbage disposals except in housing units 1 through 11.

* (d) Add carports/garages to company grade (O-1 through O-3 and W-1 through W-3) housing units.

(e) Additional parking spaces to increase the current one per housing unit to 1.5 per housing unit and sealcoat to existing surfaces.

(f) As an optional requirement, bury utility lines (i.e., electric, cable tv, and telephone).

(3) The recommended mix for new construction of the 840 family housing units may vary based on the plans provided by the Contractor and accepted by the Government. The offeror is encouraged to submit “off-the-shelf” housing designs and plans from its standard residential portfolio.

(a) The following guidance is provided to assist in site design and planning:

# Bedrooms	Apt/Townhouse/Single Family	Townhouse/Single Family	Single Family
2 BR	90	130	0
3 BR		361	12
4 BR		213	34
TOTAL	90	704	46

(b) These new units should be constructed according to the following matrix:

AREA	# Bedrooms	Unit Type	Population
A/B/C1	2 BR - 90	Apt/Townhouse/Single Family	Junior Enlisted
	3 BR - 70	Townhouse/Single Family	
	4 BR - 88	Townhouse/Single Family	
G	3 BR - 2	Single Family	Senior Officer
	4 BR - 24	Single Family	
C2/I/L	2 BR - 130	Townhouse/Single Family	Junior Officer and Senior Enlisted
	3 BR - 301	Townhouse/Single Family	
	4 BR - 135	Townhouse/Single Family	

Junior Enlisted refers to grades E2 - E6

Senior Officer refers to grades O4 - O6

Junior Officer refers to grades O1 - O3

Senior Enlisted refers to grades E7 - E9

(c) Minimum gross square footage should be according to those listed below:

UNIT TYPE	MIN GROSS SF
3BR/2BTH SINGLE FAMILY	1500
4BR/2 1/2BTH SINGLE FAMILY	1675
2BR/2BTH TOWNHOUSE/APARTMENT	1150
3BR/2BTH TOWNHOUSE/SINGLE FAMILY	1450
4BR/2BTH TOWNHOUSE/SINGLE FAMILY	1550

Government preference is for single family, townhouse, or duplex style units. Apartments in a stacked configuration may be used only as a last resort for two bedroom units to conserve land. Area C1 is defined as the northern portion of area C and should have a physical separation from the Junior Officer/Senior Enlisted housing located in Area C2. If at all possible it is preferred to locate the Junior Enlisted units in Area's A and B. However, if this is not supportable by either space or utility limitations then the use of the northern portion of Area C identified as C1 is permissible and will not detract from the scoring. If the offeror, in lieu of renovation, proposes demolition and replacement of existing housing, the replacement housing shall provide that personnel of a given rank all have comparable housing unit styles similar to the new construction. The attached spreadsheets provide the proposed housing structure.

Proposed Housing Structure

				Proposed	Current	1998	1998	MARRIED	% of Total	Proposed	Current
GRADE	2BR	3BR	4BR	Grade Fill	Grade Fill	BAQ+VHA	MONTHLY RENT	POPULATION	Population	% FILL	% FILL
E2	84	10	2	96	40	516	49536	194	2.01	49.48	20.62
E3	106	65	2	173	78	518.11	89633.03	373	3.87	46.38	20.91
E4	387	355	36	778	456	569.08	442744.24	2192	22.72	35.49	20.80
E5	166	354	78	598	493	647.08	386953.84	2243	23.25	26.66	21.98
E6	92	214	64	370	379	722.72	267406.4	1727	17.90	21.42	21.95
E7	20	149	65	234	113	782.78	183170.52	1090	11.30	21.47	10.37
E8	5	30	30	65	29	821.51	53398.15	283	2.93	22.97	10.25
E9	0	10	10	20	8	868.41	17368.2	66	0.68	30.30	12.12
W1	0	6	0	6	0	800.99	4805.94	17	0.18	35.29	0.00
W2	18	18	10	46	26	874.9	40245.4	189	1.96	24.34	13.76
W3	0	20	5	25	6	894.1	22352.5	81	0.84	30.86	7.41
W4	0	4	3	7	5	904.79	6333.53	34	0.35	20.59	14.71
W5	0	1	1	2	1	955.49	1910.98	8	0.08	25.00	12.50
O1	10	15	0	25	52	711.13	17778.25	55	0.57	45.45	94.55
O2	32	13	5	50	20	773.7	38685	220	2.28	22.73	9.09
O3	45	40	10	95	50	880.04	83603.8	399	4.14	23.81	12.53
O4	0	24	10	34	30	1028.93	34983.62	244	2.53	13.93	12.30
O5	0	19	5	24	6	1082.64	25983.36	177	1.83	13.56	3.39
O6	0	8	5	13	10	1154.51	15008.63	55	0.57	23.64	18.18
O7/O8	0	2	0	2	3	1176.68	2353.36	2	0.02	100.00	150.00
TOTALS:	965	1357	341	2663	1805		\$1,784,254.75	9649		0.276	0.187

DACA45-98-R-0024

Attachment 2

**Proposed Housing Structure
Existing Housing**

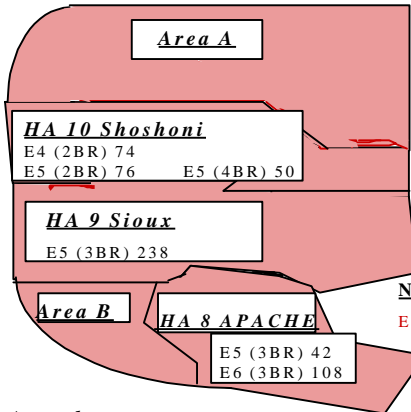
				Proposed	1998	1998	Married	Proposed
GRADE	2BR	3BR	4BR	Grade Fill	BAQ+VHA	MONTHLY RENT	POPULATION	% FILL
E2	84	10	2	96	516	49536	194	49.48
E3	106	65	2	173	518.11	89633.03	373	46.38
E4	387	355	36	778	569.08	442744.24	2192	35.49
E5	76	314	50	440	647.08	284715.2	2243	19.62
E6	92	184	4	280	722.72	202361.6	1727	16.21
E7	0	0	0	0	782.78	0	1090	0.00
E8	0	0	0	0	821.51	0	283	0.00
E9	0	0	0	0	868.41	0	66	0.00
W1	0	0	0	0	800.99	0	17	0.00
W2	0	0	0	0	874.9	0	189	0.00
W3	0	0	0	0	894.1	0	81	0.00
W4	0	4	0	4	904.79	3619.16	34	11.76
W5	0	1	0	1	955.49	955.49	8	12.50
O1	0	0	0	0	711.13	0	55	0.00
O2	0	0	0	0	773.7	0	220	0.00
O3	0	0	0	0	880.04	0	399	0.00
O4	0	24	0	24	1028.93	24694.32	244	9.84
O5	0	19	0	19	1082.64	20570.16	177	10.73
O6	0	6	0	6	1154.51	6927.06	55	10.91
O7/O8	0	2	0	2	1176.68	2353.36	2	100.00
TOTALS:	745	984	94	1823		\$1,128,109.62	9649	0.189

**Proposed Housing Structure
New Construction**

				Proposed	1998	1998	Married	Proposed
GRADE	2BR	3BR	4BR	Grade Fill	BAQ+VHA	MONTHLY RENT	POPULATION	% FILL
E2	0	0	0	0	516	0	194	0.00
E3	0	0	0	0	518.11	0	373	0.00
E4	0	0	0	0	569.08	0	2192	0.00
E5	90	40	28	158	647.08	102238.64	2243	7.04
E6	0	30	60	90	722.72	65044.8	1727	5.21
E7	20	149	65	234	782.78	183170.52	1090	21.47
E8	5	30	30	65	821.51	53398.15	283	22.97
E9	0	10	10	20	868.41	17368.2	66	30.30
W1	0	6	0	6	800.99	4805.94	17	35.29
W2	18	18	10	46	874.9	40245.4	189	24.34
W3	0	20	5	25	894.1	22352.5	81	30.86
W4	0	0	3	3	904.79	2714.37	34	8.82
W5	0	0	1	1	955.49	955.49	8	12.50
O1	10	15	0	25	711.13	17778.25	55	45.45
O2	32	13	5	50	773.7	38685	220	22.73
O3	45	40	10	95	880.04	83603.8	399	23.81
O4	0	0	10	10	1028.93	10289.3	244	4.10
O5	0	0	5	5	1082.64	5413.2	177	2.82
O6	0	2	5	7	1154.51	8081.57	55	12.73
O7/O8	0	0	0	0	1176.68	0	2	0.00
TOTALS:	220	373	247	840		\$656,145.13	9649	0.087

Legend

E1-E6	
E7, E8, W 1-O3	
E9, O4-O8	

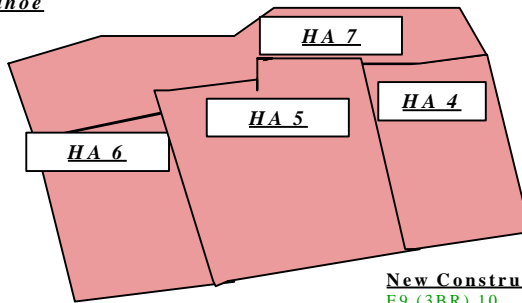


New Construction Areas A,B,C1

E5 (2BR) 90 E5 (3BR) 40 E5 (4BR) 28
E6 (3BR) 30 E6 (4BR) 60

HA's 4,5,6,7: Cherokee, Choctow, Arapahoe

E2 (2BR) 84 E2 (3BR) 10 E2 (4BR) 2
E3 (2BR) 106 E3 (3BR) 65 E3 (4BR) 2
E4 (2BR) 313 E4 (3BR) 355 E4 (4BR) 36
E5 (3BR) 34



New Construction Area G

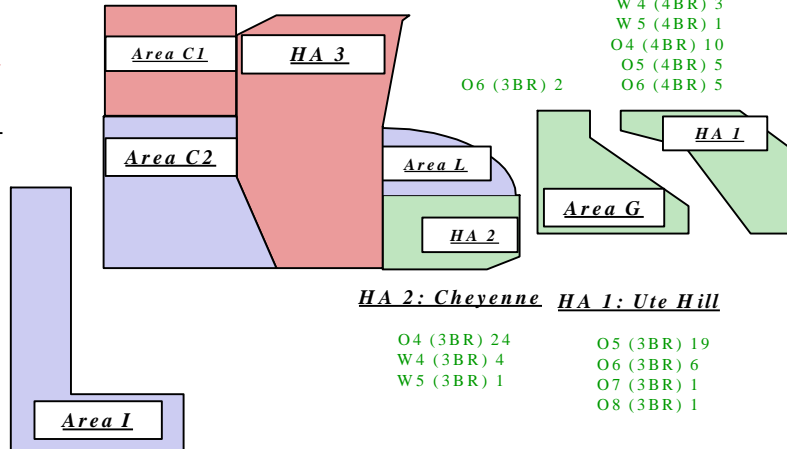
E9 (3BR) 10 E9 (4BR) 10
W4 (4BR) 3
W5 (4BR) 1
O4 (4BR) 10
O5 (4BR) 5
O6 (4BR) 5
O6 (3BR) 2

HA 3: Cheyenne

E6 (2BR) 92 E6 (3BR) 76 E6 (4BR) 4

New Construction Areas C2, I, and L

E7 (2BR) 20 E7 (3BR) 149 E7 (4BR) 65
E8 (2BR) 5 E8 (3BR) 30 E8 (4BR) 30
W1 (3BR) 6
W2 (2BR) 18 W2 (3BR) 18 W2 (4BR) 10
W3 (3BR) 20 W3 (4BR) 5
O1 (2BR) 10 O1 (3BR) 15
O2 (2BR) 32 O2 (3BR) 13 O2 (4BR) 5
O3 (2BR) 45 O3 (3BR) 40 O3 (4BR) 10



HA 2: Cheyenne HA 1: Ute Hill

O4 (3BR) 24 O5 (3BR) 19
W4 (3BR) 4 O6 (3BR) 6
W5 (3BR) 1 O7 (3BR) 1
O8 (3BR) 1

(d) Each family housing unit shall have a kitchen and bathrooms, and other amenities such as coat closets and washer/dryer hookups, normally found in rental units.

(e) Each kitchen shall contain suitable cabinetry, and will be furnished with a refrigerator, range with vent hood externally vented, dishwasher, and garbage disposal.

(f) Individual electric, gas and water meters for all family housing units. The Contractor shall be required to maintain all service line utilities within the family housing areas identified in the attached Land Lease.

(g) Each housing unit shall have suitable window coverings (lead-free vinyl or aluminum blinds as a minimum).

(h) The electric service panel shall be required as per applicable codes, but shall not be less than 150 Amps.

(4) Fire hydrants.

(5) Adequate storm drainage system.

(6) Security street lighting, automatically controlled, sufficient to illuminate dark or shadowed areas that create safety or security hazards.

(7) Drought resistant landscaping.

(8) Play-Lots and playgrounds with appropriate equipment.

(9) Dwelling unit numbers.

(10) Minimum removal or destruction of existing trees.

(11) Paved streets with curbs, driveways and sidewalks.

(12) Full time resident management and maintenance capability.

(13) Mail boxes acceptable to US Postal Office.

(14) Community barbecue and picnic facilities.

(15) Interior storage facilities.

(16) Children and pet security fences for individual units.

f. Standard utility services, such as electric power, natural gas, water, sewage, cable TV, telephone, shall be provided in each family housing unit.

g. The development plans may include the following optional facilities in the following priority.

(1) Family Center to include medium multipurpose gymnasium, kitchen and cafeteria facilities, 12 classrooms, open recreation area, fitness room, multi craft room, and outside basketball/tennis/softball courts.

(2) Other storage associated with each family housing unit.

(3) Jogging/bicycle paths/pet exercise areas.

(4) Bus stops for school and city.

(5) Other facilities as appropriate.

The Contractor may sublet to provide services such as but not limited to day cares, and laundromats. All subleases must be conducted in accordance with the Lease and approved by the Commanding General of Fort Carson and the Army and Air Force Exchange Service (AAFES) system.

h. The Contractor shall provide a maintenance plan which addresses, at a minimum, the following items:

(1) Scope of Work.

(2) Personnel.

(a) Property Manager.

- Hours of operation
- Location of office
- How to contact the Contractor for service
- General duties and responsibilities

(b) On call Emergency personnel and plan.

(3) Quality Control System

- Independent Quality Control
- Procedures for handling corrective action
- Customer complaint system

- (4) Performance Evaluation Meetings
- (5) Safety Plan
- (6) Normal Maintenance and Repair Plan
- (7) Turnover Maintenance Plan
- (8) Trash Removal and Disposal Plan
- (9) Care of Facilities and Grounds
 - Snow removal and ice control
 - Lawn and common area maintenance
 - Parking lots and sidewalks
 - Play-lots and playgrounds
- (10) Seasonal and Preventive Maintenance Plan
- (11) Exterior Utilities Maintenance Plan
- (12) Pest Treatment Plan

i. The Contractor shall not be required to pay the cost of utilities in family housing units occupied by military families, dependents of military families, or Department of Defense (DOD) civilians designated as essential personnel. However, a proposal may offer to include payment of the cost of utilities as a form of reinvestment. The Contractor shall be required to pay for the cost of utilities (electric, gas, water, and sewage) for Contractor occupied support facilities and family housing units occupied by other than DOD personnel. Utility rates will be the prevailing rate established by the Local regulatory authority for comparable service; in the event that there is no Local (as defined elsewhere herein) regulation applicable to the terms and conditions for service comparable to this service, then the rate shall be determined by the prevailing market rate for comparable service.

6. ADDITIONAL MISCELLANEOUS REQUIREMENTS.

a. REGULATORY CONTROLS. The Contractor's use of the leased land and family housing units, including construction, renovation, management, operation, maintenance, repair and replacement of buildings and facilities, shall, as a minimum, conform to the most stringent regulatory controls and requirements of the latest issue, as of the date of performance of related work, of the following publications as amended:

(1) City of Colorado Springs, Colorado and/or El Paso County, Colorado Building Codes and Ordinances, copies of which may be obtained from the City of Colorado Springs, Colorado, and El Paso County, Colorado.

(2) Current issues of National Fire Protection Association Standards and Codes, in particular, National Fire Protection Association Publication No. NFPA-70, National Electrical Code, and NFPA-72, National Fire Code. The code and pamphlets are available from the National Fire Protection Association, Battery March Park, Quincy, MA 02269.

(a) Telephone wiring methods shall comply with EIA/TIA Standard 570, Residential and Light Commercial Telecommunications Wiring Standard. Cable and jacks shall be Category 5 per EIA/TIA 568A, Commercial Building Telecommunications Cabling Standard.

(3) American Water Works Association National Standards.

(4) Institute of Electrical and Electronics Engineers (IEEE) Standard: National Electrical Safety Code. (ANSI C2).

(5) All other Federal, State and Local laws, codes, ordinances and regulations pertaining to the construction, operation, occupancy, repair and maintenance of nonmilitary residential complexes.

(6) Manual on Uniform Traffic Control Devices, US Department of Transportation.

(7) The Contractor and/or his Subcontractors shall comply with all applicable Federal and Local environmental laws.

(8) Where codes and standards conflict, the stricter of applicable Federal or Local codes shall apply.

(9) In no event shall the Contractor allow the housing units to degrade to a point as to not meet the definition of decent, safe and sanitary as defined under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended, and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended.

(10) For environmental compliance, the Contractor and his Subcontractors shall obtain and/or coordinate all environmental permits and/or approvals required by all Local, State, and Federal environmental agencies having jurisdiction. The Contractor shall be responsible for all fees associated with the permits and approvals.

b. EVICTION OF TENANTS. The Contractor will, after obtaining approval from the Installation Commander through the Contracting Officer, have the right to evict tenants who fail to comply with the rules or community standard established for the housing areas, or for noncompliance with the terms of the approved tenant lease. Approval of evictions will be based on a clearly defined process and will not be unreasonably withheld. It is further understood and agreed that the Installation Commander, acting through the Contracting Officer, may require the Contractor to remove tenants from the leased premises for good and sufficient reason.

c. HOUSING REFERRAL LIST. The Government shall maintain a housing referral list, and revisions thereto, identifying eligible military personnel, DOD employees, and employees of the Government. The Contractor shall then offer to lease to said personnel in the priority specified in said referral list.

(1) Any Lease offered to persons appearing on the Government housing referral list shall be for a minimum term of six months and shall provide for automatic month to month renewal thereafter until either party gives the other party 30 days written notice of relinquishment. The Lease shall also provide that it may be terminated by the Contractor upon 30 days written notice if the Fort Carson Commanding General has notified the Contractor that the occupant concerned is no longer eligible, or if an occupant receives short notice military reassignment orders.

(2) In the event that the Government fails to provide sufficient referrals such that the overall occupancy rate of the housing development drops below 95% for three consecutive months after receipt of written notice from the Contractor to the Government stating that such units are vacant and available for lease, the Contractor may then rent such family housing units to the general public as specified in paragraph (3).

(3) Unless otherwise approved in writing by the Government, all family housing units rented to persons other than those appearing on the Government housing referral list shall be on a six-month Lease and shall provide for automatic month to month renewal thereafter at market rates that are no lower than the military rates charged to military personnel. Any Lease granted to persons other than military or DOD employees shall reserve unto the Contractor the right to revoke the Lease in the event there is a declaration of a national emergency by the President or Congress of the United States, and the Contractor, as Lessor, hereby agrees that it will, during the period of any such national emergency, revoke such Leases at the written request of the Government.

d. TENANT LEASE/RENTAL AGREEMENTS. Attachment 6 is a sample Tenant Lease provided by the Government. The Contractor shall provide a Tenant Lease intended to apply to the tenants of the units unless the sample Tenant Lease at Attachment 6 is used. Any substantive revision in the agreements or rules affecting the use and operation of the housing units

shall be approved by the Government. The Contractor's Tenant Lease shall include a military release clause providing 30 day notice and release from a long term Lease for military members, in the event of short notice military reassignment orders.

e. TENANT SECURITY DEPOSITS. The Contractor shall not charge a security deposit to any tenant that occupies the housing units from the Government housing assignment list. The military tenant will agree to Government release of future duty assignments and address information to the Contractor. Military tenants will be required to obtain Contractor verification prior to being allowed to clear the installation housing office. As a condition of the Contract, the Government does not assume any liability for damage to the rental unit or other fees or obligations incurred by military personnel. The Government will not indemnify the Contractor in any way, but agrees to provide reasonable assistance to the Contractor in resolving liability to the extent permitted by law and Government regulations.

f. RENT CONTROL. Rents for military tenants on the housing referral list will be limited to the housing entitlements for the pay grade for which that housing unit has been designated, regardless of the rank of the military person occupying the quarters. These rents will only be adjusted as the United States Government adjusts such rates for the military personnel. Military personnel occupying the units will be required to pay for rents monthly in arrears by allotment or electronic transfer to the Lease holder. However, in the event that a military person is demoted, the monthly rent to be paid to the Contractor will be the total of that military person's monthly housing entitlements for the remainder of the time that the military person occupies that particular housing unit.

g. AS-BUILT DRAWINGS. Within 60 days upon completion of any construction or renovation, the Contractor shall provide to the Director, Fort Carson Housing Office, CADD drawing files in Intergraph Microstation format, Version 5.0.62 or higher, certified to be complete and accurate, of as-built drawings, to include utilities, for each such housing unit's construction or renovation. All electronic data shall be delivered in the .DGN file format utilizing an agreed upon electronic media.

h. FINANCIAL PLAN REQUIREMENTS.

(1) Risk and Commitments.

(i) The first mortgage shall be at a fixed rate of interest unless the Contractor, to the satisfaction of the Government, mitigates the interest rate risk over the life of the loan by some form of interest rate protection vehicle.

(ii) Until such time as the Contractor "locks rate" with their selected lender, there may be a chance of short-term rate fluctuations. Therefore, the Contractor shall mitigate this short-term interest rate risk.

(iii) Overall project financing will be evaluated on the basis of the risk to the Government and the Contractor's long term financial commitment to the project. The most desired form of financing status will be contingent only upon award.

(2) Cross Collateralization/Cross Default Provisions. This privatization project is expected to "stand alone" and as such, the Contractor is prohibited from cross collateralization and/or cross default of said project with any other assets. Moreover, the Contractor is prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows and/or ownership of the project in part or in its entirety without prior Government approval.

(3) Equity Distributions and Preferred Returns. The Government will evaluate the Contractor's long-term commitment to the project. As such, the Government desires that the Contractor's source of repayment of equity and amount of return on equity is from the net cashflow available after reserves and debt service.

(4) Related Party Fees.

(i) The Government will evaluate the Contractor's construction management, asset management, and other fees that are accrued and/or paid during the construction phase of this project.

(ii) The Contractor shall limit the amount of the fees budgeted to be accrued or paid to related parties.

(5) Reinvestment Account. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Contractor designating into this account on an annual basis a percentage of cashflow after debt service, taxes, and preferred returns.

(i) The Government intends the Contractor to establish and maintain a Reinvestment Account throughout the term of the contract. It shall be separate from all other accounts maintained by the Contractor.

(6) Financing Contingency. At the time of the offeror's final revised proposal, permanent and construction financing on the project shall be subject only to contract award by the U.S. Army Corps of Engineers.

(7) Escrow Accounts. All required escrow accounts shall be established and held in Federally-insured financial institutions.

i. REQUIRED ESCROW ACCOUNTS. The Contractor shall establish the following accounts (not to be duplicated if required by third party lender) to benefit the military families and the Army.

(1) LOCKBOX AGREEMENT. Throughout the term of the Contract, the Government shall require the execution of a Lockbox Agreement between the Contractor, the construction lender, third party lender, and the Government, which requires that all income from the Project be deposited into a Lockbox account held by a depository institution acceptable to the Government in an account separate from all other accounts established by the Contractor. During the term of the Guaranteed Loan, or during the term of another mortgage loan secured by the Project which has been approved by the Government, the requirement for a lockbox may be satisfied by an agreement between the Contractor and the Guaranteed Lender, or the Contractor and such other approved mortgage lender, as applicable. Among other provisions, the Lockbox Agreement shall provide for the application of equity contributions from the Contractor and income from the Project substantially in the following order of priority:

(i) Reasonable and necessary operating expenses of the Project in accordance with an annual budget for the Project approved by the Government, and the Guaranteed Lender or other approved lender, if applicable; provided that for purposes of the Lockbox Agreement, operating expenses of the Project shall not include management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals.

(ii) Monthly deposits into the Impositions Escrow Account (see description below).

(iii) Monthly deposits into the Capital Repair/Replacement Escrow Account (see description below).

(iv) Scheduled monthly payments of principal and interest and other amounts due and payable under the Guaranteed Loan or other approved loan.

(v) Amounts, if any, necessary to restore the balance of the Performance Deposit Account (see description below).

(vi) Management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals, if applicable.

(vii) Monthly deposits into the Reinvestment Account (see description below).

(viii) Extraordinary expenses of the Project as approved by the Government, and the Guaranteed Lender or other approved lender, if applicable.

(ix) Balance, if any, to the Contractor.

Notwithstanding the foregoing, until the final completion of all required new construction and renovation of the Project, all equity, and the balance of income from the Project following payment of items (i), (ii) and (iii) above, shall be deposited into the Construction Escrow (see description below). Following final completion of the Project, Project income shall be applied in the order set forth above.

(2) ESCROW FOR CAPITAL REPAIR AND REPLACEMENT OF FACILITIES. The sole purpose of the Capital Repair/Replacement Escrow Account, including all interest thereon, shall be making capital repair and replacement to the project.

(i) Capital Repair/Replacement Escrow Account. The Contractor shall establish and maintain, throughout the term of the Contract, a dual signature escrow account with the Contractor and the Government as co-signatories.

(ii) Account Maintenance. The Capital Repair/Replacement Escrow Account shall be maintained with a federally insured financial institution in an interest-bearing account. During the outstanding loan period, the Capital Repair/Replacement Escrow Account may be held by the lender, but can only be used as approved by the Contracting Officer or designated representative. Deposits into the Capital Repair/Replacement Escrow Account shall be made monthly on the first of each month. The adequacy of the Capital Repair/Replacement Escrow Account shall be analyzed annually by the Government representative. The Contractor shall, at all times, maintain the account with sufficient balance to pay for all maintenance, capital repair and replacement costs detailed in the Contractor's Technical Plan. The amount of the monthly deposit to the Capital Repair/Replacement Escrow Account may be increased or decreased without amending the Contract with Government approval.

(iii) Disbursements from the Capital Repair/Replacement Escrow Account. Disbursements from the Capital Repair/Replacement Escrow Account may be made only after receiving the written consent of the Government Representative, or at the Government's discretion, the written consent of a lender that is providing financing to the project. Funds shall be advanced from the Capital Repair/Replacement Escrow Account in accordance with customary commercial lending practices (e.g., disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of Contractors, Subcontractors, material men and suppliers for materials and equipment or services actually provided).

(3) ESCROW FOR CONSTRUCTION/RENOVATION OF FACILITIES. The purpose of the Construction Escrow Account is to ensure that the cashflow after debt service and reserves from the existing rental units is utilized to off-set demolition, construction, and renovation costs.

(i) Construction Escrow Account. The Contractor shall maintain the account until the satisfactory completion and certification of occupancy of the 840 new housing units, the renovation/replacement of the existing 1,823 housing units, and all other improvements which are to be part of this project in accordance with the approved plans. The account, separate from all other accounts maintained by the Contractor and known as the "Construction Escrow Account", shall be established by the contractor on or before the signing of the Contract. The account will be a dual signature account with the Contractor and the Government as co-signatories.

(ii) Account Maintenance. All operating income of the project in excess of the normal and customary operating expenses of the project must be deposited into this account as approved by the Government.

The Contractor shall deposit a minimum of 3% of the total project costs from its own capital. Owner equity must be deposited upon issuance of notice to proceed. The Construction Escrow shall be maintained with a federally insured financial institution in an interest-bearing account. The Contracting Officer or designated representative may waive the requirement for the Construction Escrow if the lender requires a similar account. This escrow account shall be closed upon completion of construction and renovation/replacement.

(iii) Account Funds Transfers. Deposits into the Construction Escrow shall be made monthly on or before the 15th of the month. The Construction Escrow, including all interest thereon, shall be used solely for the purpose of making the required improvements in the residential housing community. Disbursements from the Construction Escrow may be made only after receiving the written consent of the Contracting Officer or designated representative, or at the Government's discretion, the written consent of a lender that is providing financing to the project. Funds shall be advanced from the Construction Escrow in accordance with customary commercial lending practices (e.g., disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of Contractors, Subcontractors, material men and suppliers for materials and equipment or services actually provided). Upon termination of the account, excess funds will be released to the Contractor upon fulfillment of his obligation under this account.

(4) IMPOSITIONS ESCROW ACCOUNT. The Contractor shall establish and maintain, throughout the term of the Contract, an escrow account which is separate from all other accounts maintained by the Contractor and known as the "Impositions Escrow Account", to cover applicable annual tax payments and insurance premium payments (reference paragraph 4e).

The Contractor shall deposit the estimated monthly impositions into the Impositions Escrow Account. The Impositions Escrow Account shall be maintained in an interest bearing escrow account with a federally insured financial institution. The Contracting Officer or designated representative may request proof of deposits. This condition may be satisfied by an approved escrow account with an approved Mortgagee. Proof shall be provided to the Contracting Officer or designated representative to verify the existence of the account.

(5) PERFORMANCE DEPOSIT. The Performance Deposit Account serves as a “Real Estate Management Bond”.

(i) The Contractor shall establish and maintain, throughout the term of the Contract, a performance deposit account (the “Performance Deposit”) which is separate from all other accounts maintained by the Contractor. The Contractor shall deposit \$500,000.00, in the form of cash or certified funds, upon initiation of the account with a federally insured financial institution in an interest-bearing account or with a commercial investment firm. The Performance Deposit shall serve as a security for the payment and performance by the Contractor of all obligations, covenants, conditions and agreements under this Contract, subject to the following terms and conditions:

(A) The Performance Deposit shall be established with the Contracting Officer or designated representative having sole disbursement of funds authority via check writing privileges. The Contractor shall maintain a minimum of \$500,000.00 in the account at all times. Once the account balance reaches \$1,000,000.00, the Government, upon request from the Contractor, shall return the amount over \$1,000,000.00.

(B) If the Contractor fails to perform its obligations under the Contract, or otherwise commits a default, which is not cured within the applicable cure period, if any, the Contracting Officer or designated representative may use, apply or retain all or any portion of the Performance Deposit for the payment of any sum to which the Contracting Officer or designated representative may become entitled by reason of the Contractor’s default, or to compensate the Contracting Officer or designated representative for any loss or damage which the Government may suffer as a result of such default.

(C) If the Contractor fails, after receiving notice of noncompliance to accomplish the work in accordance with the Contract or fails to perform any provision of the Contract, the Contracting Officer or designated representative may, after seven days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Contract Modification shall be issued for the Government’s unilateral deduction from the Performance Deposit the cost of correcting such deficiencies. If the amounts in the Performance Deposit account are not sufficient to cover such amount, the Contractor shall pay the difference to the Government on demand.

(D) If the Contracting Officer or designated representative uses or applies all or any portion of the Performance Deposit in accordance with the terms of this Contract, the Contractor shall, within seven days of written notification by the Contracting Officer, deposit an amount sufficient to restore the Performance Deposit in full to the balance of the account on the date the money was removed, provided, however, that the amount to be deposited will never be more than the amount to bring the account back up to \$1,000,000.00.

(E) If the Contractor performs all of its obligations under this Contract, and is not then in default under this Contract, the Performance Deposit, or so much of the Performance Deposit as has not been applied by the Contracting Officer or designated representative, shall be returned to the Contractor within 60 days after the expiration or termination of the Contract or the date on which the Contractor has vacated the Premises, whichever is later.

(6) REINVESTMENT ACCOUNT. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Contractor designating into this account, on an annual basis, a percentage of cashflow after debt service, taxes, and preferred returns.

(i) The Government intends the Contractor to establish and maintain a Reinvestment Account throughout the term of the Contract. It shall be separate from all other accounts maintained by the Contractor.

(ii) The Reinvestment Account shall be utilized for reinvestments in the project in the form of payment of utilities and construction of replacement housing units or ancillary facilities.

(iii) The Contractor shall designate that a certain percentage (0-100%) of all net cashflow after operating expenses, debt service, taxes and reserves be deposited into the reinvestment account.

j. BANKRUPTCY PROVISIONS.

(1) Waiver of Automatic or Supplemental Stay. In the event of the filing of any voluntary or involuntary petition under the U.S. Bankruptcy Code (the "Bankruptcy Code") by or against the Contractor (other than an involuntary petition filed by or joined in by the Government), the Contractor shall not assert, or request any other party to assert, that the automatic stay under § 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of the Government to enforce any rights it has by virtue of this Contract, or any other rights that the Government has, whether now or hereafter acquired, against any party responsible for the debts or obligations of the Contractor under this Contract. Furthermore, the Contractor shall not seek a supplemental stay or any other relief,

whether injunctive or otherwise, pursuant to § 105 of the Bankruptcy Code or any other provision therein to stay, interdict, condition, reduce or inhibit the ability of the Government enforce any rights it has by virtue of this Contract against any party responsible for the debts or obligations of the Contractor under this Contract. The waivers contained in this paragraph are a material inducement to the Government's willingness to enter into this Contract and the Contractor acknowledges and agrees that no grounds exist for equitable relief which would bar, delay or impede the exercise by the Government of the Government's rights and remedies against the Contractor or any party responsible for the debts or obligations of the Contractor under this Contract.

(2) Bankruptcy Acknowledgment. If any or all of the Premises or any interest in the Premises becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, then the Government shall immediately become entitled, in addition to all other relief to which the Government may be entitled under this Contract, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to § 362 of the Bankruptcy Code so to permit the Government to pursue its rights and remedies against the Contractor as provided under this Contract and all other rights and remedies of the Government at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting the Contractor's use of all "cash collateral" as defined under § 363 of the Bankruptcy Code. In connection with such Bankruptcy Court orders, the Contractor shall not contend or allege in any pleading or petition filed in any court proceeding that the Government does not have sufficient grounds for relief from the automatic stay. Any bankruptcy petition or other action taken by the Contractor to stay, condition, or inhibit the Government from exercising its remedies are hereby admitted by the Contractor to be in bad faith and the Contractor further admits that the Government would have just cause for relief from the automatic stay in order to take such actions authorized under state law.

k. DEFAULT. The Government may terminate the Contract in the event the Contractor violates any of the terms and conditions herein contained or the terms and conditions of any required operations, management or maintenance agreements, and continues and persists therein for 30 days after notice thereof in writing by the Government. If the Contract is terminated for default, the Contractor shall vacate the premises and all structures and facilities shall be abandoned in place and may, at the Government's option, become the property of the United States Government without compensation therefore. In lieu of termination for violations of the terms and conditions of the Contract, the Government may, at its option, exercise any other remedy available to the Government at common law or equity, such as withdrawals from the Performance Deposit account.

1. REVIEW OF BOOKS, RECORDS, ACCOUNTS, AND REPORTS.

(1) Books and Records. At all times during the term of the Contract, the Contractor shall maintain at its principal place of business a complete and accurate set of files, books and records of all business activities and operations conducted by the Contractor in connection with the Contractor's performance under the Contract. The Contractor's records and accounts shall reflect with respect to each asset subject to the Contract, all items of income and expense allocable to the management and disposition of such asset, as well as information regarding the status of each such asset including appraisal, title to improvements, marketing and other information as required. At all times during the term of the Contract, the Government may, at such reasonable times, inspect, audit, and copy any of the Contractor's records, files, reports and related material pertaining to the assets and to the Contractor's performance under the Contract, or the Government may require the Contractor to furnish an audited financial statement.

(2) Financial Reports. Within ten days of the end of each quarter, the Contractor shall prepare and deliver to the Contracting Officer or designated representative, a quarterly financial report setting forth with respect to the performance of the Contract: (1) statements of collections, disbursements, and balances of operating accounts for the preceding quarter; (2) projected cash flow separately stated for the current and upcoming quarter; and (3) projected expenses separately stated for the current and upcoming quarter. In lieu of these financial reports, the Government, in its sole discretion, may accept financial reports that are required by the third party lender.

(3) Annual statements will be prepared by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state. Audits will be in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. Financial statements requiring audits and accompanied by remarks such as "prepared from client records without audit" are unacceptable. Audited and reviewed financial statements shall contain appropriate footnotes. The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent with those included in the Contractor's Federal tax returns. If the amounts are not consistent, then a statement showing differences shall be included. An audit of the Contractor's tax returns is not required.

m. DEVELOPMENT OF PLANS AND SPECIFICATIONS.

(1) The Contractor shall, after award of the Contract, prepare and submit final engineering development plans and specifications for the improvements, renovation, and new construction to be made to the premises including, but not limited to structures, utilities' systems and landscaping for the Fort Carson Commanding General or his designee's written approval 60 days prior to the commencement of each phase or increment of any construction. The terms "construction," "renovations," "rehabilitation," and "improvements" are used interchangeably

herein and any of these terms may refer to the construction of new housing units and/or any renovation work or services during the term of the Contract as the context indicates. A detailed construction phasing plan shall accompany the final design plans and specifications. The Fort Carson Commanding General or his designee will approve or disapprove said plans and specifications within 30 days of submission and notify the Contractor. Reasonable variations between preliminary development plans and final development plans may be allowed at the discretion of the Fort Carson Commanding General or his designee, provided that the final plans do not substantially depart from the preliminary plans accepted as part of the proposal. The Contractor must complete various phases of construction in accordance with the approved Schedule. All improvements shall be and remain the property of the Contractor through the term of the Contract, with the exception of utility systems as identified in paragraph 8e, SITE UTILITIES.

(2) Final development plans (“Development Plans”), including design documents, shall include construction drawings, specifications and design analysis for categories such as, but not limited to architectural, structural, mechanical, electrical, grading and drainage, paving, outside utility services, and interior and exterior color schemes. Specifications shall be in sufficient detail to fully describe and demonstrate the quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturers' recommendations. Design analysis shall be provided for each discipline of work and shall include all features together with the necessary equipment and material sizes, calculations, and capacities, and shall provide sufficient information to support the design.

(3) Delays/Impacts. Delays or other impacts caused, in whole or in part, by the Contractor or any of its Subcontractors or Subsubcontractors for whatever reason, shall not be grounds for an extension of the renovation, new construction or other times in the Schedule under the Contract. Subject to other provisions in this Contract, the Contractor shall be entitled to an extension of time for delays or other impacts caused solely by the Government, and for delays or other impacts caused by events beyond the control of the Contractor or any of its Subcontractors or Subsubcontractors provided, however, that the notice provisions and procedures herein are followed, such notice and procedures being a condition precedent to the allowance of any claim and the failure to provide such notice and comply with the procedures shall act as a complete waiver and release of any right to extension of time.

(4) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract is at variance therewith in any respect, it shall promptly notify the Contracting Officer or designated representative in writing, and any necessary changes shall be made by appropriate Contract Modification. The Contractor shall indemnify and hold harmless for any loss, cost, damage or expense arising from, occasioned by or in any manner connected with violations of any such laws, ordinances, rules, regulations or orders.

n. CONSTRUCTION AND RENOVATION INSPECTIONS.

(1) By the Government. Construction inspections will be made periodically by the Government and/or its designated technical representatives to review compliance with the Contract requirements, including the Davis-Bacon and other employment related laws, and final working drawings. Periodic reviews and inspections by the Government and/or technical representatives are not to be interpreted as resulting in any approval of the Contractor's apparent progress toward meeting the Contract requirements. The Contractor shall remain completely responsible for design, construction, operation and maintenance of the project in full accordance with the requirements of the Contract.

(2) By the Contractor. The Contractor shall acquire the services of an independent Contractor quality control (CQC) organization, who will be responsible for maintaining an effective quality control system ("CQC System"), for the construction activities associated with the Family Housing Privatization project. The CQC System shall consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements and Federal and Local requirements. The CQC System shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The independent CQC organization shall consist of a Project Superintendent, CQC System Manager and sufficient number of additional qualified personnel to ensure Contract compliance. The CQC System Manager shall be a construction person with a minimum of five years in related work and shall be on the site at all times during construction. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the Development Plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager. The Project Superintendent in this context shall mean the individual with the responsibility for the overall management of the project, including quality and production. The Contractor shall submit a copy of its Quality Control (QC) Plan to the Government prior to the start of construction. The Contractor shall maintain a daily CQC report to monitor Contractor/ Subcontractors, operating plant or equipment, work performed, control activities performed, tests performed and test results, materials received, submittals reviewed, offsite surveillance activities, job safety and general remarks. The daily CQC report shall be retained and made available to the Government upon request.

o. CONSTRUCTION WORK REQUIREMENTS.

(1) Noise Restrictions.

(a) No construction shall be performed within 1000 feet of an occupied dwelling unit on weekends, legal holidays or between the hours of 10:00 P.M. and 7:00 A.M.

(b) No equipment shall have unmuffled exhaust.

(c) All equipment shall comply with pertinent EPA equipment noise standards.

(d) Construction equipment operators shall implement noise mitigation measures by shutting off idling equipment and installing acoustic barriers around stationary construction noise sources.

(2) Digging Permits and Road Closings. The Contractor shall allow 14 calendar days from the date of written application to receive permission to dig and to close roads. Roads shall only be closed one lane at a time and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with OSHA safety requirements. Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

(3) Utility Service Interruptions.

(a) Advance Notice. The Contractor shall submit written notification not less than five working days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed four hours unless approved in writing. The time and duration of all outages shall be coordinated with the Contracting Officer or designated representative.

(b) Overtime Work by Base Operating and Maintenance (O&M) Personnel. The normal working hours for Government O&M personnel whose services may be required for utility outages or similar services are from 7:30 A.M.-4:00 P.M. Overtime work by Government O&M personnel due to Contractor delays in scheduled outages, interruptions of known utility services, or other negligent acts, is prohibited.

(c) Buried Utilities. The Contractor shall coordinate all excavation work, including excavation for sign posts, fence posts, and utility poles with the Fort Carson Facilities Engineer and the telephone company prior to beginning work.

(4) Monthly Progress Report. The Contractor shall submit a monthly progress report to the Government by the fifth day of each month stating the construction and renovation work performed the past month, problems and delays encountered, Contractor's plan to maintain or regain the Schedule at its cost, solutions intended, other significant construction issues, and other information as requested by the Government.

7. THE FOLLOWING WILL BE PROVIDED TO THE CONTRACTOR BY THE GOVERNMENT:

- a. The location and description of available land and current housing areas.

b. Lease for the land provided under the Contract.

c. Quitclaim Deed for existing family housing units.

d. Occupancy mix for all family housing units.

e. Access to all information available on each particular family housing unit and housing area, to include all studies, reports, correspondence or other documentation relating to environmental conditions within each unit and any measures taken to abate or mitigate those conditions.

f. Police and fire protection services.

g. The government will provide the successful offeror appropriate facilities to operate out of for a period of two years from the date of award. These facilities will include both operational and maintenance facilities and will be designated by the Director of Public Works, Fort Carson, CO at the time of award. After two years the Contractor will have to either have constructed his own buildings at a site to be mutually agreed upon by the Contractor and Fort Carson, or lease space from the government.

8. GENERAL DESIGN CRITERIA. The purpose of this section is to provide some requirements and guidelines for the renovation, design and construction of the family housing units on Fort Carson. The Contractor may vary from the guidelines stated. The words “shall” or “must” indicate a mandatory requirement. However, exceeding the criteria presented is desirable. The primary goal is that the new construction conforms to the norms and basic requirements for the Colorado Springs area.

a. SITE PLANNING. A major site planning objective is to assure an interesting, attractive, livable, residential environment and to utilize the potential advantages of the site. Planning should take into consideration topography, retention of existing trees, natural characteristics of the environment, climatic conditions, and prevailing winds. Design should capitalize on economics inherent in the natural characteristics of the site, such as using existing terrain to minimize cuts and fill, minimizing street frontage, consolidating utilities and providing common open spaces. Variety in arrangement and siting configuration of structures is encouraged to fit varying terrain conditions and to provide attractive residential patterns and street scapes. Structure arrangements should be informal and imaginative with setbacks and orientation to provide for the best view, privacy, and variety. Grouping of structures should enhance backyard and natural open spaces.

b. The environment and natural setting of the sites shall be maintained during and after construction by providing facilities that accommodate the existing topography and by selective cutting of the trees and shrubs. Excessive cutting and filling which is the result of recontouring

the site is generally not desired. Site clearing which removes or destroys trees without preserving pockets or groups of trees in front of, between, behind, and/or around facilities is also not generally desired.

c. SPECIFIC CRITERIA. The following specific criteria are to be used as guidance in design of the family housing area except those marked with an asterisk (*) which are mandatory:

*(1) Clearance between adjacent structures shall consider requirements for fire protection, safety, and emergency access in accordance with State and Local codes.

*(2) Horizontal and vertical street alignment shall relate to the natural contours of the site and shall provide for adequate storm runoff control.

(3) Street patterns which encourage nonresident vehicular traffic through the family housing area should be avoided.

(4) Rigid gridiron-like street and building layouts should be avoided.

(5) Paved areas should be minimized as much as possible to increase the green space in the community. Large areas of paved parking should be broken up by green islands or dividers in such a way as to not adversely affect routine ground maintenance.

(6) Appropriate buffer areas should be provided to separate and visually isolate the community from undesirable external influences.

(7) Pedestrian circulation should relate to family housing units, parking and community facilities, and be safe and attractive.

*(8) Provisions shall be made for the physically disabled at curbs and walks and with appropriate equipment for play-lots and playgrounds. Fort Carson standards shall be used for play-lots and playgrounds.

*(9) No construction will be allowed within 150 feet of golf course fairways.

*(10) Portions of existing hiking/running tracks within new and established family housing areas shall be maintained by the Contractor.

*(11) Existing firebreaks located on the west boundary of Area I (see Housing Boundary map, Attachment 11) shall be maintained according to National Forest Service standards.

d. STREETS, DRIVEWAYS, PARKING AND SIDEWALKS.

(1) Pavement design shall conform to Local design criteria. Driveways shall be paved with concrete.

(2) Street name signs and traffic control signs shall be provided at all intersections and shall conform to requirements of US Department of Transportation, Manual on Uniform Traffic Control Devices. Street names will be provided by the Fort Carson Commanding General or designee.

(3) All dead end roads shall have turnarounds for emergency vehicles.

(4) Provide at least 1.5 off street parking spaces per family housing unit.

e. SITE UTILITIES.

(1) GENERAL CRITERIA.

(a) Existing Housing Areas.

(i) Service Lines. The Contractor shall be conveyed all utility service lines associated with the existing family housing units. Service lines are defined as beginning at the point of tap or connection to the main utility distribution system and extending the entire length to supply service to each family housing unit. Conveyance of such service lines to the Contractor during the Contract period shall require all future maintenance or replacement costs of these service lines to be borne by the Contractor. Requirement for replacement shall conform to the standards specified hereinafter for new service lines.

(ii) Distribution Lines. All other utility system components not considered service lines shall remain the property of the Government. No new service connections, taps, or interruptions shall be made to any Government-owned utility system without the prior written consent of the Government. The standards for connection and service lines shall be as specified hereinafter.

(b) New Housing Areas. The Contractor shall be responsible for design and construction of all new utility distribution system components and service lines required to provide utilities to new family housing areas.

(i) Connection to or Extension of Government-owned Utilities.

(A) The Contractor is encouraged to utilize existing Government-owned utility system infrastructure at Fort Carson as practicable or as capacity exists

to service new family housing areas. Information regarding capacities or descriptions of existing utility systems is contained in Attachment 10. The information contained within Attachment 10 addresses the capabilities of existing infrastructure in providing or accepting the additional loads projected by housing development in the new family housing areas. The information shall serve as a basis for preliminary planning and design of utility components in the proposal. Final verification of adequacy of selected connection points shall be the responsibility of the Contractor during the final development stage.

(B) Government-owned utilities at Fort Carson are under the jurisdiction of the Directorate of Public Works (DPW). Requirements for design and construction of new utility system infrastructure and services connected to Government-owned utilities shall be as dictated by the DPW and as defined herein. Connection fees will not be charged for connection to or extension of Government-owned utilities at Fort Carson. The Contractor shall be responsible for all future maintenance and replacement of service lines in the new family housing areas under this arrangement. The Contractor may, at his option and expense, elect to upgrade or improve existing Fort Carson-owned utilities to provide additional capacity to support his new development. These proposed improvements shall be approved by the Government prior to construction. Any of these improvements or extensions of distribution components, required to make Government-owned utility connection possible or improved, shall become the property of the Government after construction, and as such, will be serviced and maintained by the Government at no cost to the Contractor.

(ii) Connection to or Extension of Non-Government-Owned Utilities. The Contractor may, at his option, elect to request service from and connect to non-Government-owned utility systems. All arrangements, connection fees, commodity costs, and contracts for service with non-Government-owned utility systems shall be between the Contractor and the Utility System Service Provider. All new infrastructure required for this connection shall be completely isolated from Fort Carson utility systems and metered. Design and construction requirements for these arrangements shall be as specified by the Utility System Service Provider. Utility easements shall be obtained from the Government in areas not specifically identified in the Lease for development. All maintenance and future replacement costs of any lines (distribution or service lines) connected to non-Government-owned utility systems shall be borne by the Contractor or the Utility System Service Provider at no additional cost to the Government.

(iii) Damage to Utilities. Any damage to utility lines caused by the Contractor's operations shall be immediately reported by the Contractor to the Contracting Officer or designated representative, Fort Carson, Colorado, utility officials and to the utility company or agency affected. The Contractor shall comply with the instructions of such utility company or agency and shall pay all expenses of repair made in connection with such damages.

(iv) Simultaneous Operations--Government's Right to Perform Work and Award Separate Contracts. The Government reserves the right to perform work on Fort Carson, Colorado, with its own forces and to award other Contracts in connection with other work at Fort Carson, Colorado, under separate Contracts. In this regard, the Government's own forces and/or such other separate Contractors may perform work on Fort Carson, Colorado, simultaneously with the Contractor.

(2) SPECIFIC CRITERIA. The Contractor shall be responsible for having all new utilities comply with applicable Federal, State, City of Colorado Springs, Colorado, El Paso County, Colorado, and any specific Fort Carson requirements, some of which are stated herein (El Paso County, CO, City of Colorado Springs, CO, the State of Colorado and Fort Carson, CO utility and other codes and requirements are herein jointly referred to as "Local"). The following items, as they relate to each type of utility system, shall be used as guidance in design of the family housing area:

(a) WATER FOR DOMESTIC AND FIRE PROTECTION USE.

(i) The Contractor shall design and construct all facilities required to deliver water to the family housing areas for all domestic and fire protection use. For connection to Government-owned utilities, the criteria for determining water demands and water system component design requirements shall be as governed by the DPW and Local codes. The DPW criteria for standards of design and construction of water systems are contained in the following applicable publications:

Nature	Publication Title	Technical Manual Number	Other
Water Demands	Water Supply, Sources and General Considerations	5-813-1	
Water Storage	Water Supply, Water Storage	5-813-4	
Water Distribution Components	Water Supply, Water Distribution	5-813-5	
Fire Flow Demand	Fire Protection for Facilities; Engineering, Design, and Construction		Military Handbook 1008B

(ii) Typical material and installation requirements are as follows:

(A) For connection to non-Government-owned water systems, the water demands shall be determined in two parts. The non-fire flow demand shall be as required by the Utility System Service Provider. The fire flow component, however, shall be

based upon the requirements of Military Handbook 1008B, since fire protection services are to be provided by the Government.

(B) Cathodic protection shall be provided for all buried copper, gray or ductile-iron piping, fittings, valves, and other water line appurtenances. Corrosion protection shall be designed by a licensed professional corrosion engineer or person certified by the National Association of Corrosion Engineers. Tracer wires shall be provided for all new buried underground water piping for locating purposes.

(C) For information on the capabilities of the Fort Carson Government-owned water distribution and storage system, see Attachment 10.

(b) GAS DISTRIBUTION SYSTEM. Gas Distribution systems shall include the exterior site distribution system and the individual residence service lines. System must be carefully planned and designed with due consideration for economy, safety, and uniformity of pressure and must be in accordance with American Gas Association (AGA), American Petroleum Institute (API), ASME B31.8, Gas Transmission and Distribution Piping Systems, Title 49 Code of Federal Regulations (CFR) Part 192 and Local codes.

(i) Site Distribution System. The natural gas distribution system shall be designed in accordance with AGA, API, ASME, Title 49 CFR Part 192 and Local codes. Master natural gas meters shall be provided, and installed by the Contractor at points of connection to Fort Carson main gas supply. The distribution system at Fort Carson consists of both 50 psi and 25 psi lines. The points of connection for each of the areas is shown in Attachment 10. All points of connection are to the 50 psi lines. A pressure reducing station shall be provided to reduce the pressure to 25 psi for routing to the individual areas.

(ii) Service Lines. Service lines shall be designed in accordance with AGA, API, ASME, Title 49 CFR Part 192 and Local codes. Service line shall run parallel and/or perpendicular to the building lines, shall be buried at least 18 inches below ground surface, shall not be laid in the same trench with other utilities, and shall be above other utilities whenever they cross. Gas lines shall not be laid under paved streets or in other locations subject to heavy traffic whenever practically avoidable and economically feasible to locate elsewhere. Whenever it is necessary to locate gas lines in such locations, the lines shall be protected by suitable encasement or by burying to a depth to provide at least four feet of cover over the top of the pipe. The point of connection to the gas main shall be provided with a shutoff plug valve, conveniently located outside of any traffic area and protected with a valve box.

(A) Service Line Sizing. The size of the service line shall be sufficient to supply the demand without excessive pressure drop and shall be not less than one inch in size.

(B) Service Line Materials. All underground service lines shall be polyethylene or fiberglass and all above ground lines steel.

(C) Service Line Marker. Underground service lines shall be identified by a permanent on grade utilities marker which indicates the type of service and depth of burial. Markers shall be located a maximum of 100 feet apart on straight runs and at every change in direction. Markers in high traffic areas shall be protected from physical damage. Markers shall consist of a stamped or engraved brass nameplate embedded in concrete.

(D) Service Line Protection. Below grade lines shall be protected from physical damage by placing a continuous, detectable plastic ribbon in the trench such that any excavation will uncover the ribbon prior to reaching the line. Above ground lines shall be protected from damage by enclosing in architectural chases and/or by placing guard rails, posts or warning devices at vulnerable points.

(E) Gas Meters. Natural gas meters shall be provided, installed and maintained by the Contractor at all individual family housing units.

(iii) Cathodic Protection. Cathodic protection shall be provided for the transitions between underground metallic piping and nonmetallic piping systems, as well as for the transition between underground metallic pipe and above ground metallic pipe. The cathodic protection system shall be designed by a licensed professional corrosion engineer or person certified by the National Association of Corrosion Engineers.

(c) WASTEWATER SYSTEM.

(i) The Contractor shall design and construct all facilities required for the collection and discharge, to appropriate treatment facilities, of all sanitary and industrial wastewater flows generated by new construction. The existing wastewater collection and treatment system is Government-owned at Fort Carson. Connection to that system is possible for all new housing areas identified. Existing system capacities and the ability to accept additional flows are identified for relevant portions of the collection system in Attachment 10. All new wastewater collection, and pumping facilities if required, shall be designed and constructed in compliance with Federal and Local codes. For connection to the existing Government-owned system, Local codes shall include the following applicable publications:

Nature	Publication Title	Technical Manual Number	Other
Sewer Lines	Sanitary and Industrial Wastewater Collection-Gravity Sewer and Appurtenances	5-814-1	
Lift Stations and Force Mains	Sanitary and Industrial Wastewater Collection-Pumping Station and Force Mains	5-814-2	

(ii) All appropriate local approvals and permits shall be obtained for new wastewater collection and pumping designs prior to construction.

(iii) Industrial wastewater discharge from new construction shall be minimized, but in any case, shall be pretreated prior to discharge to the sanitary sewer system at Fort Carson. Pretreatment standards shall be coordinated with the DPW and the Directorate of Environmental Compliance and Management (DECAM).

(d) EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

(i) Trenches. Jacking and boring shall be required when an underground utility line crosses a major roadway. Sewer and water lines, mains or laterals, shall be placed in separate trenches. Separation criteria (horizontal and vertical) shall be as required by the most stringent Local code. Exceptions to the codes shall be approved by the appropriate State regulatory agency.

(ii) Trenches. The trench shall be excavated as recommended by the manufacturer of the pipe to be installed. Where no manufacturer's installation manual is available, trench walls shall be made vertical. Determination of the need for and design of shoring for trench walls greater than three feet shall be in accordance with 29 CFR 1926.652 in order to protect employees who may be exposed to cave-ins. Special attention shall be given to slopes which may be adversely affected by weather or moisture content.

(iii) Cover. Water mains shall have a minimum of five feet of earth cover. For fire protection yard mains or piping, an additional six inches of cover is required. Sewer lines shall be located at a depth greater than the frost penetration. Earth loads and vehicular loads (in traffic areas) shall be addressed in regard to structural selection of piping materials. Minimum cover above the top of pipes shall be two feet in areas not subject to vehicular loads and three feet in all other areas.

(e) STORM DRAINAGE SYSTEM.

(i) The storm drainage system shall be properly coordinated with surrounding properties to insure that runoff does not cause damage to other properties. All drainage lines, if required, shall remain in conduit to point of connection to existing service. Information on the existing storm drainage system can be found on the site/utility CADD maps. It is the Contractor's responsibility to design the storm drainage system for the new development. The Contractor shall determine the capacity of the existing system(s) and coordinate all points of connection.

(ii) The system shall provide and maintain a positive crown or sheet drainage for all streets, roads and sidewalks. No roadside ditches shall be allowed. All curb inlet and other storm drainage system openings shall be "child-proof," and bicycle proof such that there will be no gaps greater than four inches.

(iii) Storm drainage system designs shall conform to Local design criteria. Design shall be based on no less than ten year initial storm criteria and 100 year major storm criteria in accordance with Local codes.

(iv) Provide positive drainage for all areas. Special care should be given to grading and drainage around the family housing units to assure that good positive drainage is maintained away from the buildings.

(f) ELECTRICAL, TELEPHONE AND CABLE TELEVISION DISTRIBUTION SYSTEMS.

(i) The primary and secondary electrical distribution system shall be installed underground and use pad mounted electrical equipment. New primary laterals into new housing developments shall be master metered.

(ii) The telephone distribution system shall be installed underground. US West is the current telephone service provider on Fort Carson. The Contractor shall coordinate all installation requirements and tap points with the telephone service provider.

(iii) The cable television (CATV) distribution system shall be installed underground. The current CATV Contractor on Fort Carson is Charter Communications. The Contractor shall coordinate the CATV box and conduit size and installation requirements to each family housing unit and tap points with the CATV Contractor.

(iv) Design, construction, equipment, materials and appurtenances shall be suitable for the intended application and shall conform to industry applicable standards not limited to one or more of the following:

National Electrical Manufacturing Association
American National Standards Institute
Insulated Power Cable Engineers Association
American Society for Testing and Materials
Institute of Electrical and Electronics Engineers
Underwriters Laboratories, Inc.
National Electrical Code
National Electrical Safety Code

Interior lighting will be energy efficient and color corrected. Color Rendering Index (CRI) of 85 or better.

f. LANDSCAPING.

(1) A preliminary, integrated landscaping design for the entire site shall be provided in the proposal for the project. All new family housing and remodeling of existing family housing shall include landscaping and maintenance. Completion dates for landscaping shall be incorporated in the Schedule and Management Plan. It shall provide trees, shrubs and ground cover of adequate quantity and grouping to ensure a completely landscaped and aesthetically pleasing project. Trees for landscaping should be appropriate to the maximum extent practicable in open areas. Plants or shrubs which are potentially toxic if ingested or irritating to the skin must not be used. Use of native, drought resistant plants, "xeriscape," which have reduced irrigation requirements is encouraged.

(2) Lawn grasses and irrigation systems will be used where needed, such as in front and rear lawn areas of family housing units. Perimeter areas, outside of lawn areas, will not require irrigation systems and should use native grasses. Use of drought tolerant material is encouraged.

g. ARCHITECTURAL DESIGN.

(1) GENERAL CRITERIA. New family housing units shall be designed and constructed to provide quality housing for military personnel and shall be compatible with the environment in which they are to be constructed. The design and construction shall comply with the requirements contained herein. The design and technical criteria contained and cited herein establish minimum standards for design and construction quality. The Contractor is allowed maximum latitude in choice of style, types, designs, configurations, and materials in their architectural design, as constrained by site boundaries. All solutions shall be functional and meet the minimum standards established herein. The Contractor is encouraged to have a variety of functional solutions.

(2) ENERGY CONSERVATION. New family housing units shall be designed and constructed to reduce energy consumption in a life-cycle, cost-effective manner using renewable energy sources when economical. The Contractor's plan for this reduced energy consumption requirement shall be described in its proposal. Offeror's are required to minimize energy consumption of both the heating and cooling seasons through the application of energy efficient designs within the unit. Design considerations shall include, but not be limited to, optimum glass areas and insulation levels in all rooms, promotion of cross family housing unit air ventilation, attention to construction details and exterior fenestration materials, and the use of passive solar energy systems whenever possible. Passive solar systems shall not require special attention by unit occupants.

(a) INSULATION. Insulation shall comply with Local codes. The following "R" factors are minimums:

Slab on Grade	R10
Exterior Walls	R19
Basement Walls	R15
Roof/Ceiling	R45
Windows	R2
Window Area	14% of gross wall maximum

(b) PASSIVE SOLAR. Appropriate solar architectural energy conservation considerations such as, orientation, shape, natural lighting of interior spaces, window locations, size and treatment, shading, overhangs, insulation and thermal massing will be considered as part of the design.

(c) ECOLOGICAL BENEFITS. The Contractor is encouraged to consider products and materials which will afford initial and/or long range reductions in the consumption of water, fuels, electrical power, raw materials, or accumulation of waste matter. The Army continues to emphasize environmental quality and conservation of energy and resources.

(d) TECHNICAL CRITERIA. Technical criteria to be used for the design and construction shall comply with all applicable Local codes as a minimum and shall only be modified as described herein.

(e) SPECIFIC CRITERIA - NEW UNIT DESIGN. The designs shall conform to Local area practices with rooms arranged and sized for efficient use. The distribution of floor area for food preparation, dining/living rooms, bedrooms, bathrooms, hall closets, and services should be in balance and reasonable for the purposes served.

(i) FUNCTIONALITY. Rooms shall be sized and arranged for efficient use, good circulation and furniture placement. The distribution of space for different rooms should be balanced and should enhance the intended functions.

(ii) INDOOR/OUTDOOR INTEGRATION. Emphasis should be placed on factors that enhance indoor/outdoor living. Consider size, layout and location of patios and yards, and features that encourage family use of outdoor area.

(iii) Areas of the family housing units where the potential for water on the floor exists, shall be constructed and finished in a manner that prevents wetting of the subflooring.

(3) SOUND ATTENUATION. Sound insulation shall have a flame-spread rating of 25 or less and smoke development of 50 or less when tested in accordance with ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials.

(a) PARTY WALLS. Party walls separating family housing units shall provide sound attenuation with a minimum Field Sound Transmission Class (FSTC) rating of 52. Wall construction shall meet or exceed FSTC rating of 52. Installation of electrical outlet boxes, telephone outlets and other wall penetrations shall be installed to prevent the transmission of noise through the party wall below an FSTC of 52.

(b) Sound transmission standards of floor/ceiling construction between family housing units (party floors) shall be designed to provide the minimum sound transmission ratings as described below:

(i) Habitable areas (living, dining, bedrooms, halls, etc.)

Airborne sound FSTC=55

Impact of tapping FIIC=65

(ii) Wet areas (kitchen, baths, utility, laundry, etc.)

Airborne sound FSTC=55

Impact of tapping FIIC=57

(iii) Habitable areas over garages

Airborne sound FSTC=55

(c) PLUMBING AND HVAC EQUIPMENT. Design of plumbing and of heating and ventilating and air conditioning (HVAC) equipment shall include design provisions such as location, enclosure and acoustical treatment, to minimize transmission of noise generated by equipment within each family housing unit and to eliminate transmission of noise to other family housing units.

h. INTERIOR DIMENSIONS AND AREAS. Dimensions and areas of rooms shall provide for function and flow within the family housing unit arranged and sized for efficient use. All handicap accessible family housing unit designs shall comply with ADA dimensional criteria.

i. EXTERIOR AND INTERIOR FINISHES. Emphasis shall be placed on low maintenance, durability, and quality for exterior and interior finish materials. Interior finishes shall include flooring, walls, ceilings, cabinetry, woodwork, window treatment, and trim. Materials shall be residential in size, scale, and texture.

j. POSTAL SERVICE. The Contractor shall coordinate with the U.S. Postal Service for installation of gang postal box locations. The Contractor will be required to furnish and install the appropriate postal boxes.

k. FAMILY HOUSING UNIT NUMBERS. Family housing unit numbers shall be consistent with the current numbering system for family housing units on Fort Carson.

l. STRUCTURAL DESIGN. Structural design shall comply with Uniform Building Code and Local building code requirements. Soil investigation shall be done to determine if soil is expansive, and to verify proper floor slab and foundation design.

m. SPECIAL FEATURES.

(1) METERS. Gas, electric, and water meters must be provided for each individual family housing unit. Each meter must be marked with the corresponding family housing unit number. Metering equipment will be of standard manufacture, furnished, installed, maintained and calibrated by the Contractor at his expense. Types of meters and installation must conform to Local utility standards. The Contractor, at his expense, shall periodically inspect and test the meters in accordance with Local utility standards. Sewage charge will be estimated on water usage based on standard industry practice.

(2) SMOKE DETECTORS. Smoke detectors shall be installed, hardwired, in each family housing unit. Battery powered detectors are not acceptable. The exact number and location of smoke detectors and alarm verification shall be in accordance with NFPA 72 (National Fire Alarm Code), 1993 edition, or current version.

(3) AIR CONDITIONING. Air conditioning is not allowed in any family housing units unless medically required and approved by the Fort Carson Hospital Commander and will then be installed at no expense to the Government or to the Contractor.

n. HVAC DESIGN. HVAC design shall comply with the Uniform Mechanical Code.

(1) FUEL SELECTION. Electricity shall be used for lighting, general appliances, and clothes drying. Natural gas shall be used for space heating, domestic water heating, and cooking.

(2) THERMOSTATS. Programmable thermostats shall be provided in each family housing unit and shall be of the energy efficient setback type.

(3) HEATING. Heating shall be provided by natural gas fired furnaces having an annual fuel utilization efficiency (AFUE) of not less than 80%. Furnaces shall comply with the State Building Standards code.

o. PLUMBING DESIGN. Plumbing shall be in accordance with the most current edition of the Uniform Plumbing Code and comply with Local codes as a minimum.

(1) Hot water temperature shall be set at 140 degrees Fahrenheit or less.

(2) Gas water heaters shall have an energy factor of .55, and R8 insulation as a minimum.

(3) Use efficient shower heads that flow 1.5 gallons per minute or less. Use low flow aerators on each sink that flows 1.5 gallons per minute or less. Use toilets that utilize 1.6 gallons per flush or less for water conservation.

(4) Select the lowest energy use appliances from the Consumer Guide to Home Energy Savings.

(5) Choose a refrigerator with an energy saver switch and top freezer.

9. DESIGN ENERGY USE. The Energy Use Budget (EUB) is the maximum building energy use for which the building is to be designed. The EUB for the new housing construction is EUB=45. The energy calculations may be calculated using the simplified multiple measure method described in Chapter 28, "Energy Estimating Methods," of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals.

10. RECOMMENDED ENERGY FEATURES. The following are preferred for incorporation into the family housing unit design:

a. Place plumbing fixtures on inside walls.

b. Plant evergreen trees on the north and west sides and deciduous trees on the south and east side of family housing units.

- c. Use the kitchen as a heat source on the north side of the family housing units.
- d. Consider passive solar orientation to enhance comfort and reduce energy consumption.
- e. Eliminate recessed fixtures in the ceilings.
- f. Consider the use of blown cellulose which is a recycled product, for insulation.
- g. Provide a whole house fan in the attic with insulated panel for wintertime. Fan to be connected to cooling thermostat with an on-off switch.
- h. Select energy saving dishwashers with a no heat drying cycle.
- i. Insulate around all showers and tubs. Insulate plumbing wall to provide insulation for hot water pipes in walls.
- l. Consider using recycled products in as much of the design as possible.

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2, Exhibit A
Housing Entitlement History**

**1998 BAH WITH DEPENDENT RATES
BY PAY GRADE FOR
COLORADO SPRINGS, COLORADO**

PAY GRADE	1998 BAH RATE
E-1	516.00
E-2	516.00
E-3	518.11
E-4	569.08
E-5	647.08
E-6	722.72
E-7	782.78
E-8	821.51
E-9	868.41
W-1	800.99
W-2	874.90
W-3	894.10
W-4	904.79
W-5	955.49
O-1E	780.05
O-2E	780.05
O-3E	929.49
O-1	711.13
O-2	773.70
O-3	880.04
O-4	1028.93
O-5	1082.64
O-6	1154.51
O-7+	1176.68

1997 BAQ AND VHA FOR FORT CARSON, COLORADO

RANK	BAQ+VHA	BAQ	VHA
E2	478.00	361.50	116.50
E3	485.52	379.80	105.72
E4	538.01	408.00	130.01
E5	621.73	469.20	152.53
E6	683.60	521.70	161.90
E7	765.20	564.60	200.60
E8	780.72	608.10	172.62
E9	848.50	659.70	188.80
W1	817.15	501.00	316.15
W2	777.88	579.30	198.58
W3	847.36	629.70	217.66
W4	874.26	687.30	186.96
W5	874.26	749.70	124.56
O1E	724.20	575.70	148.50
O2E	724.20	623.10	101.10
O3E	826.50	690.60	135.90
O1	707.21	490.50	216.71
O2	755.07	548.70	206.37
O3	818.25	642.60	175.65
O4	945.57	776.70	168.87
O5	1050.33	881.10	169.23
O6	1230.55	914.10	316.45
O7/O8	1253.79	1015.20	238.59

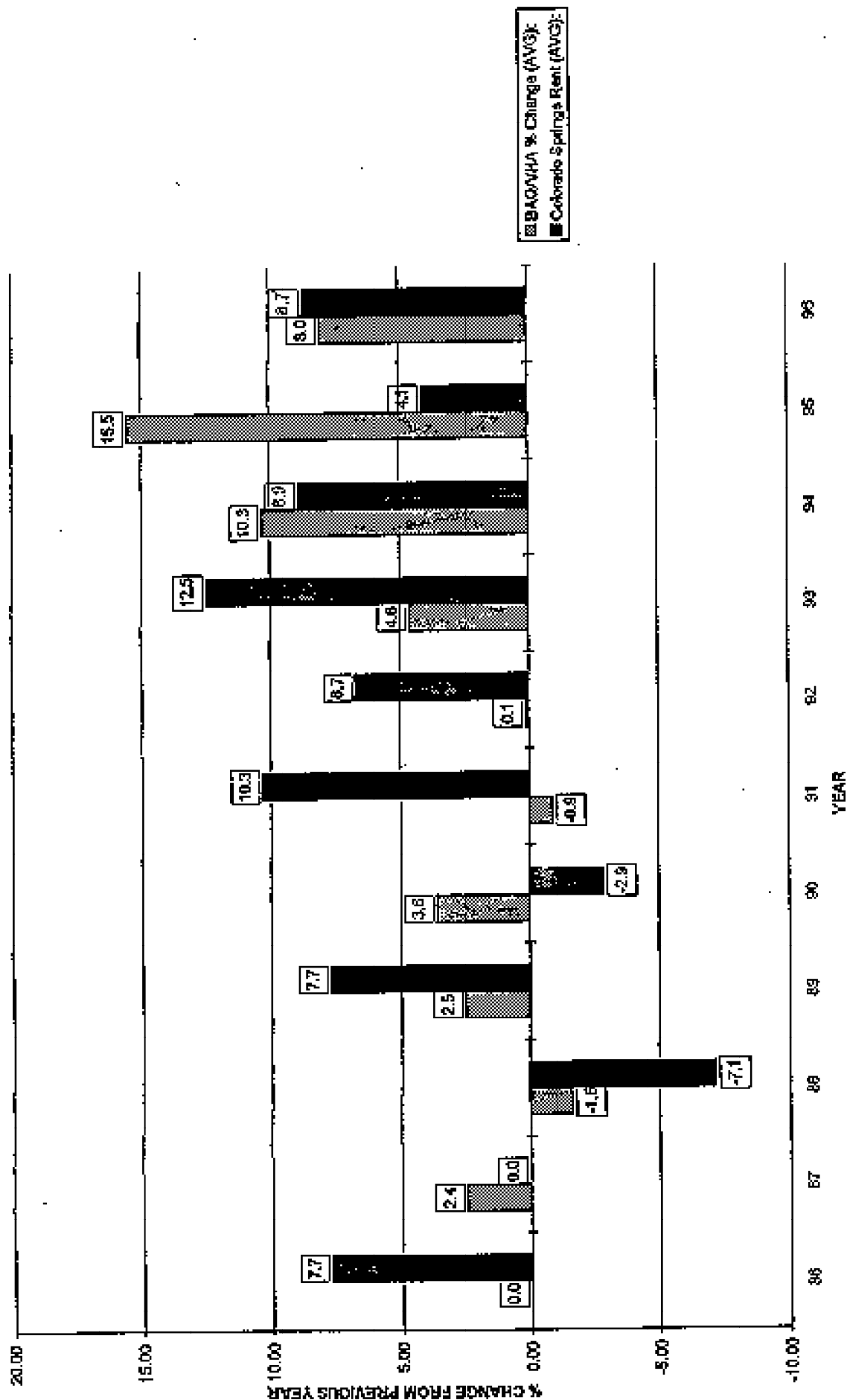
**1996 BAQ WITH DEPENDENT RATES
AND VHA RATES BY PAY GRADE FOR
COLORADO SPRINGS, COLORADO**

Pay Grade	96 BAQ Rate	96 VHA Rate	96 Combined Rate
E-1	345.60	116.08	461.68
E-2	345.60	110.79	456.39
E-3	363.00	105.21	468.21
E-4	390.00	130.38	520.38
E-5	448.50	148.53	597.03
E-6	498.90	154.85	653.75
E-7	539.70	185.97	725.67
E-8	581.40	181.75	763.15
E-9	630.60	154.24	784.84
W-1	479.10	288.61	767.71
W-2	553.80	189.42	743.22
W-3	602.10	117.90	720.00
W-4	657.00	162.56	819.56
W-5	716.70	162.56	879.26
O-1E	550.50	166.07	716.57
O-2E	595.80	162.33	758.13
O-3E	660.30	186.86	847.16
O-1	468.90	166.07	634.97
O-2	524.70	162.33	687.03
O-3	614.40	186.86	801.26
O-4	742.50	199.78	942.28
O-5	842.40	198.34	1040.74
O-6	873.90	251.81	1125.71
O-7+	970.50	176.43	1146.93

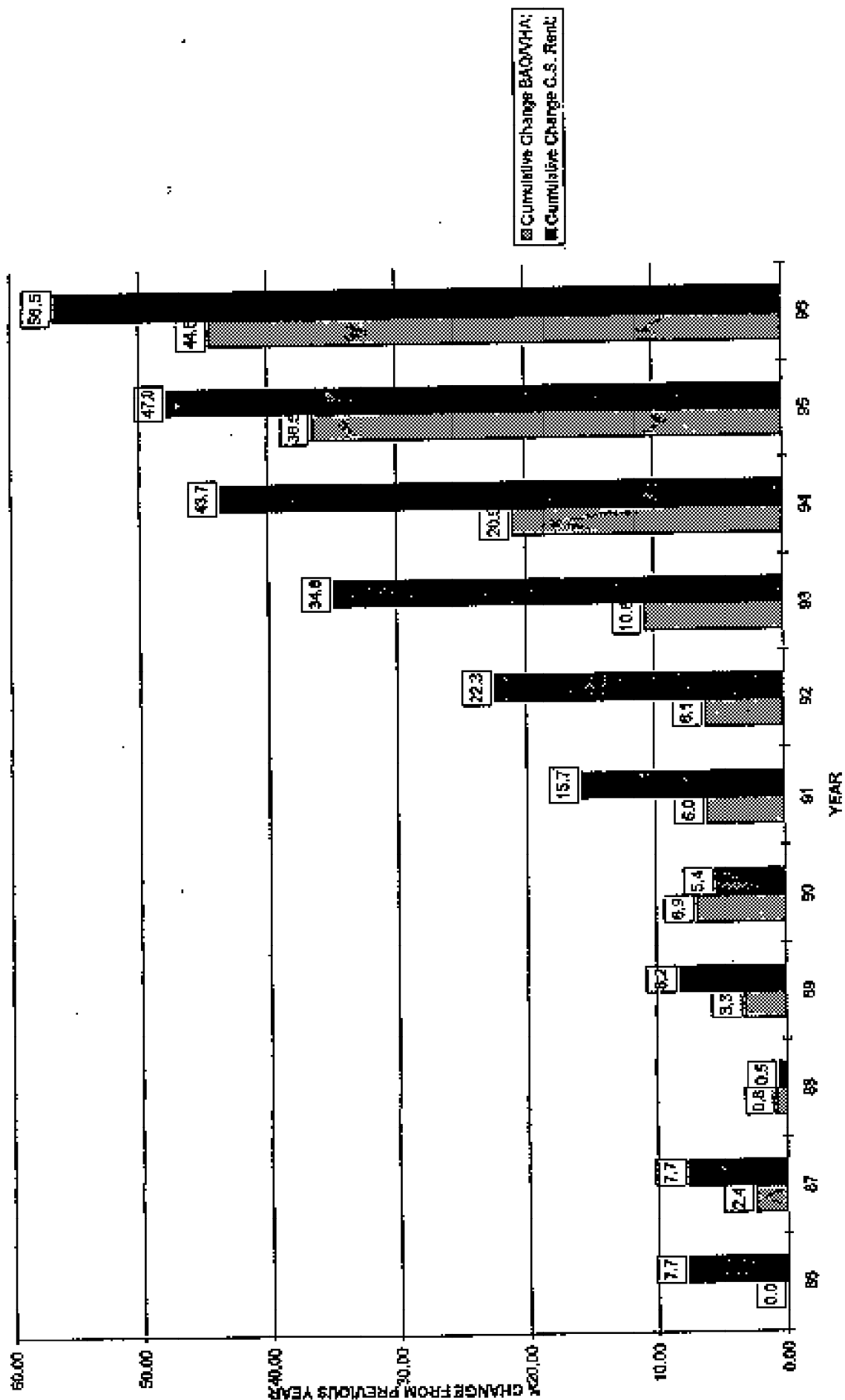
ЗАКОННА ДАТА 1985-1995

CALCULATION OF YEARLY % CHANGE BIDDING BY BANK												
BANK	1984		1985		1986		1987		1988		1989	
	RATES	% INC.	RATES	% INC.	RATES	% INC.	RATES	% INC.	RATES	% INC.	RATES	% INC.
E1	311.00	2.34	317.22	2.00	324.08	2.16	331.00	2.13	338.00	2.12	345.00	2.07
E2	305.00	2.45	312.00	2.30	319.00	2.25	326.00	2.20	333.00	2.15	340.00	2.10
E3	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E4	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E5	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E6	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E7	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E8	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E9	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
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E11	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
E12	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
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E27	300.00	2.00	306.00	2.00	312.00	2.00	318.00	2.00	324.00	2.00	330.00	1.85
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BAQ/MHA Trends vs. Community
Rent Changes, 1986-1996



**BAQVHA Cumulative Trends vs. Community
Cumulative Rent Changes, 1986-1996**



**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2, Exhibit B
Existing Family Housing**

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
1	n/a	1	Sngl Fam	yes	3	2	8	1958	5006
2	n/a	1	Sngl Fam	yes	3	2	7	1958	4679
3	n/a	1	Sngl Fam	yes	3	2	7	1958	4679
4	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
5	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
6	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
7	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
8	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
9	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
10	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
11	n/a	1	Sngl Fam	yes	3	1.75	6	1958	3985
12	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
13	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
14	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
15	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
16	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
17	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
18	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
19	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
20	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
21	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
22	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
23	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
24	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
25	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
26	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
27	n/a	1	Sngl Fam	no	3	1.5	6	1958	1908
4401	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4402	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4403	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4404	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4405	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4406	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4407	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4408	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4410	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4411	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4412	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4413	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4414	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4415	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4416	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4417	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4420	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4421	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4422	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4423	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4425	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4427	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4428	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4429	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4430	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4431	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4433	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4434	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4435	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4436	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4437	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4438	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4439	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4440	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4441	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4442	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4443	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4444	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4445	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4446	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4449	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4450	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4451	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4452	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4453	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4454	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4455	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4456	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4457	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4460	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4461	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4462	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4463	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4464	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4465	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4466	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4467	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4468	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4469	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4470	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4471	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4472	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4473	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4474	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4475	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4476	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4477	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4478	A & B	2	Duplex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4479	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4480	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4481	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1973	1120 (ea)
4482	A & B	2	Duplex	no	4 (ea)	1.75 (ea)	E2 - E6	1973	1472 (ea)
4502	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4506	A & B	2	Duplex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1227 (ea)
4508	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4512	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4515	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4519	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4523	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4525	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4528	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4532	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4536	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4540	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4543	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4547	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4551	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4554	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4559	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4561	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4565	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4569	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4572	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4576	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4605	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4609	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4612	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4616	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4620	A & B	2	Duplex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1227 (ea)
4622	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4626	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4629	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4633	C,D,E,F	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4637	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4641	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4644	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4647	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4651	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4655	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4659	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4662	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4666	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4669	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4675	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4679	A & B	2	Duplex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1227 (ea)
4681	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4685	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4688	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4691	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4695	A & B	2	Duplex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1227 (ea)
4697	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1972	1224 (ea)
4702	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4704	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4705	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4706	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4707	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4708	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4709	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4710	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4711	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4712	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4713	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4714	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4720	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4721	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4722	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4723	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4724	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4725	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4726	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4727	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4728	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4729	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4730	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4731	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4732	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4733	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4734	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4735	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4736	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4800	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4801	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4802	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4803	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1475 (ea)
4804	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4805	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1475 (ea)
4806	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4807	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4808	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4809	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1475 (ea)
4810	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4811	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4812	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4813	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4814	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4815	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4816	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1475 (ea)
4817	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4818	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
4819	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4820	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4821	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4822	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4823	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4825	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4901	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4903	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4905	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4907	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1475 (ea)
4909	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4910	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1475 (ea)
4911	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4912	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4913	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4914	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4915	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4917	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4919	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4921	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
4922	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4923	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4924	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4925	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1221 (ea)
4926	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4927	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1384 (ea)
4928	A & B	2	Duplex	no	3 (ea)	1.75 (ea)	E7 / E9	1971	1228 (ea)
5500	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1962	1246 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5501	A,B,C,D,E,F	6	6 - Plex	no	233332	1 (ea)	E2 - E6	1962	7022
5502	A,B,C	3	3 - Plex	no	233	1 (ea)	E2 - E6	1962	1170 (ea)
5503	A,B,C,D,E,F	6	6 - Plex	no	233332	1 (ea)	E2 - E6	1962	7022
5505	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1962	1253 (ea)
5509	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1962	1253 (ea)
5511	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1962	1253 (ea)
5512	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1962	1253 (ea)
5513	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1962	1316 (ea)
5514	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5515	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5516	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5517	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5518	A,B,C,D,E	5	5 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5	E2 - E6	1963	1274 (ea)
5519	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5520	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5521	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5522	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5523	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1963	1253 (ea)
5524	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8214
5525	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1295 (ea)
5526	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5527	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (EA)	E2 - E6	1963	1316 (ea)
5528	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5529	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1.5	E2 - E6	1963	1295 (ea)
5530	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5,1.5,1.5,1	E2 - E6	1963	1284 (ea)
5531	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1	E2 - E6	1963	1253 (ea)
5532	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5,1.5,1.5,1.5	E2 - E6	1963	1316 (ea)
5533	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1295 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5534	A,B,C,D	4	4 - Plex	no	3 (ea)	1,1.5,1.5,1.5	E2 - E6	1963	1284 (ea)
5540	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5541	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5542	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5543	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5544	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5545	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1274 (ea)
5546	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (EA)	E2 - E6	1963	1316 (ea)
5547	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1.5	E2 - E6	1963	1295 (ea)
5549	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (EA)	E2 - E6	1963	1316 (ea)
5551	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1295 (ea)
5553	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1.5	E2 - E6	1963	1295 (ea)
5555	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (EA)	E2 - E6	1963	1316 (ea)
5557	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (EA)	E2 - E6	1963	1316 (ea)
5559	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1,1.5,1.5,1.5,1.5,1.5	E2 - E6	1963	1295 (ea)
5561	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5 (EA)	E2 - E6	1963	1316 (ea)
5563	A,B,C,D,E,F	6	6 - Plex	no	3 (ea)	1.5,1.5,1.5,1.5,1.5,1	E2 - E6	1963	1295 (ea)
5565	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5567	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5569	A,B,C,D,E,F	6	6 - Plex	no	244442	122221	E2 - E6	1963	8218
5600	A,B,C,D,E,F	6	6 - Plex	no	233332	1 (ea)	E2 - E6	1958	7020
5601	A,B,C,D,E,F	6	6 - Plex	no	233332	1 (ea)	E2 - E6	1958	7020
5602	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1246 (ea)
5603	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1268 (ea)
5604	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5605	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5606	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5607	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5608	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5609	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5610	A,B,C,D,E	5	5 - Plex	no	32222	1 (ea)		1958	
5611	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1247 (ea)
5612	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5613	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5614	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5615	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5616	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5617	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5618	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1247 (ea)
5619	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1247 (ea)
5620	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5621	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1247 (ea)
5622	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5623	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5624	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5625	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5626	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5627	A,B,C,D	4	4 - Plex	no	2 (ea)	1 (ea)	E2 - E6	1958	1058 (ea)
5628	A,B,C,D	4	4 - Plex	no	3 (ea)	1 (ea)	E2 - E6	1958	1247 (ea)
5629	A,B,C,D,E,F	6	6 - Plex	no	233332	1 (ea)	E2 - E6	1958	7020
5630	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5631	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5632	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5633	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5634	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5635	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5636	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5637	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5638	A,B,C,D,E,F	6	6 - Plex	no	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	6548
5639	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5640	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5641	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5642	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5643	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5644	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5645	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5646	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5647	A,B,C,D,E,F	6	6 - Plex	no	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	7020
5648	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5649	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5650	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5651	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5652	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5653	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5654	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5655	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5656	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5657	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5658	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5659	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5660	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5700	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5701	A,B,C,D,E,F	6	6 - Plex	no	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	6548
5702	A,B,C,D,E,F	6	6 - Plex	no	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	6548

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5703	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5704	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5705	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5706	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5707	A,B,C,D,E,F	6	6 - Plex	no	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	6548
5708	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5709	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5710	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	E2 - E6	1958	1247 (ea)
5711	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5712	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5713	A,B,C,D	4	4 - Plex	no	2 (ea)	1.5 (ea)	E2 - E6	1958	1058 (ea)
5714	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5715	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5716	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5717	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5718	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5719	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5720	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5721	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5722	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5723	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5724	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5725	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5726	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5727	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5728	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5729	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5730	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5731	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5800	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5801	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5802	Gang Port							1958	2400
5803	Gang Port							1958	2400
5804	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5805	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5806	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5807	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5808	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5809	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5810	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5811	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5812	Gang Port							1958	3200
5813	Gang Port							1958	2400
5814	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5815	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5816	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5817	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5818	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5819	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5820	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5821	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5822	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5823	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5824	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5825	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5826	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5827	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5828	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5829	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5830	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5831	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5832	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5833	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5834	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5835	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5836	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5837	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5838	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5839	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5840	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5841	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5842	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5843	Gang Port							1958	2400
5844	Gang Port							1958	2400
5845	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5900	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5901	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5902	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5903	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5904	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5905	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5906	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5907	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5908	Gang Port							1958	3200

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5909	Gang Port							1958	2400
5910	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5911	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5912	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5913	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5914	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5915	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5916	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5917	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5918	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5919	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5920	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5921	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
5922	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5923	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5924	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5925	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5926	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5927	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5928	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5929	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5930	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5931	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5932	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5933	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5934	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)
5935	A,B,C,D	4	4 - Plex	yes	3 (ea)	1.5 (ea)	E2 - E6	1958	1748 (ea)
5936	A,B,C,D	4	4 - Plex	yes	2 (ea)	1.5 (ea)	E2 - E6	1958	1576 (ea)

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Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
5937	A,B,C,D,E,F	6	6 - Plex	yes	233332	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	11038
5938	A,B,C,D,E,F	6	6 - Plex	yes	322223	1,1.5,1.5,1.5,1.5,1	E2 - E6	1958	10917
7000	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7001	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7002	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7003	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7004	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7005	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7006	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7007	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7008	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7009	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7010	n/a	1	Sngl Fam	yes	3	1.75	04/5,W4/5	1958	3317
7011	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7012	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7013	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7014	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7015	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7016	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7018	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7020	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7022	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7024	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7100	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7101	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7102	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7103	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7104	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639

**Existing Family Housing
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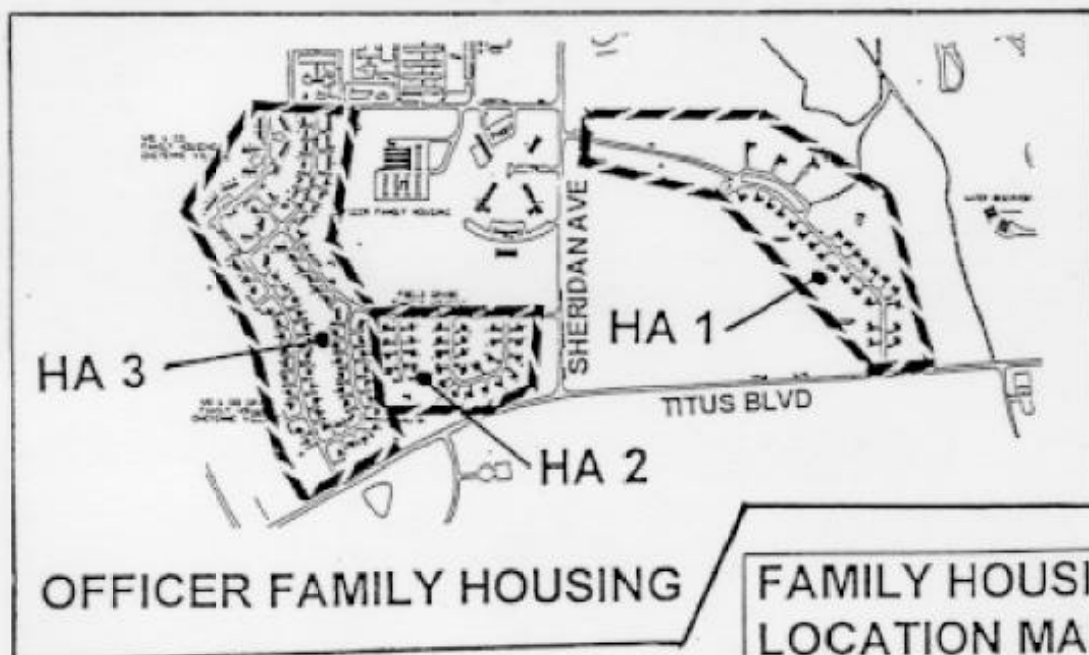
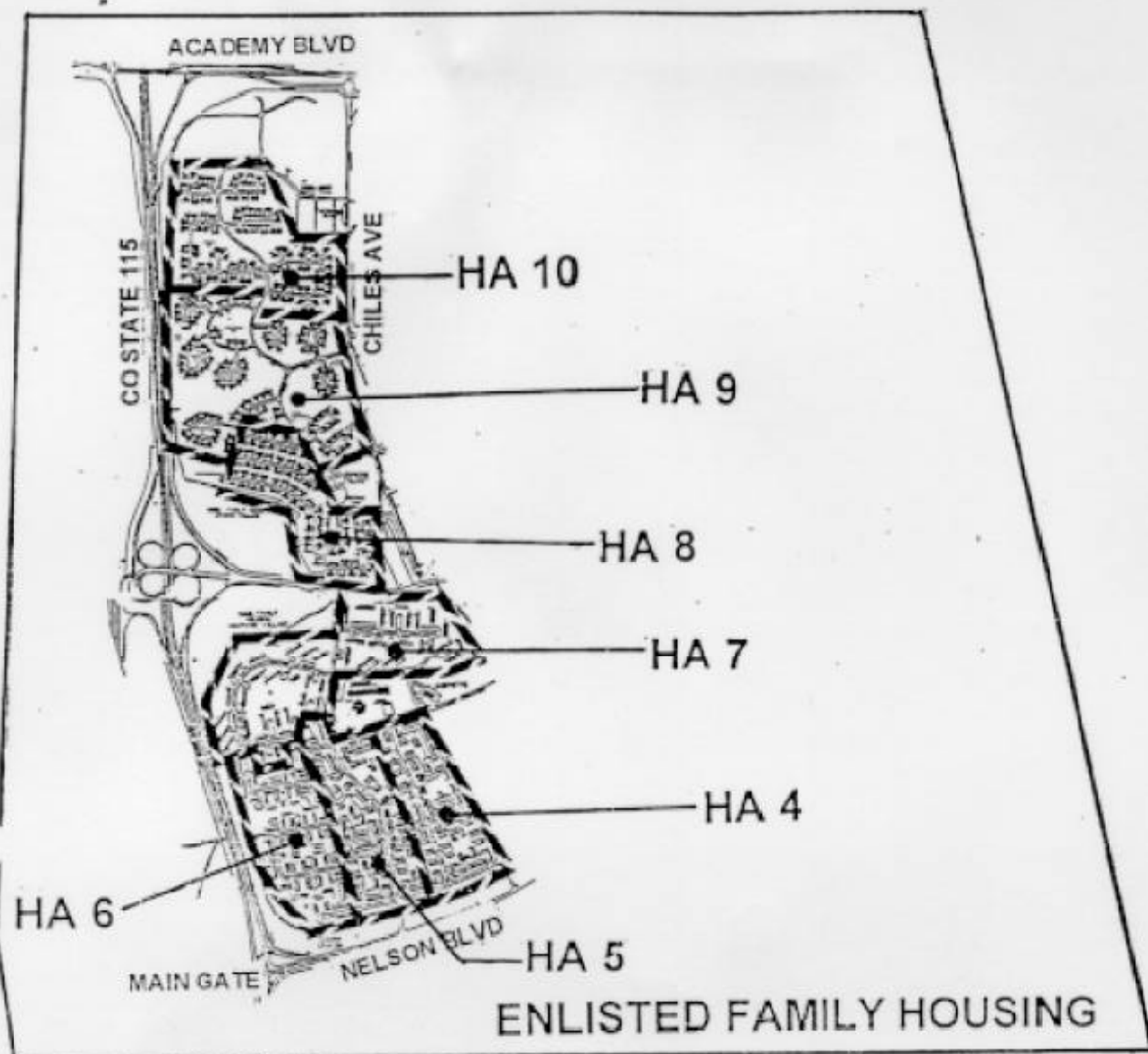
Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
7105	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7106	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7107	n/a	1	Sngl Fam	no	3	1.5	04/5,W4/5	1958	1639
7200	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1170 (ea)
7201	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7202	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7203	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7204	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7205	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7206	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7207	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7208	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7209	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7210	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7211	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7212	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7213	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7214	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7215	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7216	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7217	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7218	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7219	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7220	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7221	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7222	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7223	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7224	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)

**Existing Family Housing
Fort Carson, Colorado**

Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
7225	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7226	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7227	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7228	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7229	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7230	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7231	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7232	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7233	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7234	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7235	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7236	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7237	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7238	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7239	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7240	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7241	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7242	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7243	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1170 (ea)
7244	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1224 (ea)
7245	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1170 (ea)
7246	A & B	2	Duplex	no	2 (ea)	1 (ea)	01-3/W1-3	1958	1170 (ea)
7248	A & B	2	Duplex	yes	2 (ea)	1 (ea)	01-3/W1-3	1958	2334 (ea)
7250	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7252	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7254	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7256	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)
7258	A & B	2	Duplex	no	3 (ea)	1 (ea)	01-3/W1-3	1958	1356 (ea)

**Existing Family Housing
Fort Carson, Colorado**

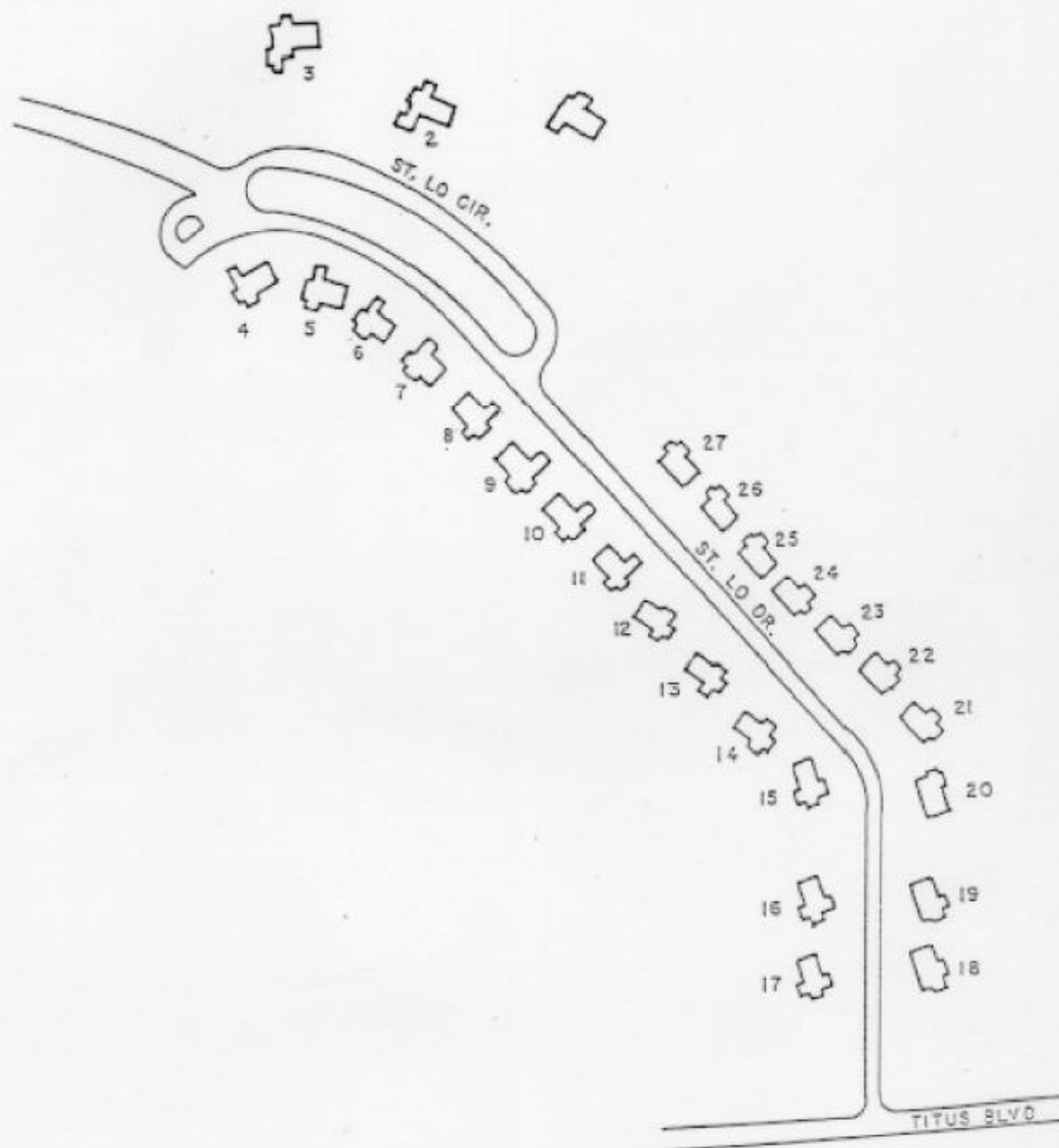
Bldg#	0		Type	Bsmnt	Bdrms	Bath	Grade	YrBlt	SF(Gross)
7260	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7261	A & B	2	Duplex	yes	2 (ea)	1 (ea)	01-3/W1-3	1958	2334 (ea)
7262	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7263	A & B	2	Duplex	yes	2 (ea)	1 (ea)	01-3/W1-3	1958	2334 (ea)
7264	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7265	A & B	2	Duplex	yes	2 (ea)	1 (ea)	01-3/W1-3	1958	2334 (ea)
7266	A & B	2	Duplex	yes	2 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7267	A & B	2	Duplex	yes	2 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7268	A & B	2	Duplex	yes	2 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7269	A & B	2	Duplex	yes	2 (ea)	1.5 (ea)	01-3/W1-3	1958	1831 (ea)
7270	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7271	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7272	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7273	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7274	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7275	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7276	A & B	2	Duplex	yes	2 (ea)	1 (ea)	01-3/W1-3	1958	2334 (ea)
7278	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7280	A,B,C,D	4	4 - Plex	no	2332	1,1.5,1.5,1	01-3/W1-3	1963	4864
7281	A,B,C,D	4	4 - Plex	no	3443	1.5,2,2,1.5	01-3/W1-3	1963	5684
7282	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	01-3/W1-3	1963	1300 (ea)
7283	A,B,C,D	4	4 - Plex	no	3443	1.5,2,2,1.5	01-3/W1-3	1963	5684
7284	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	01-3/W1-3	1963	1300 (ea)
7285	A & B	2	Duplex	yes	3 (ea)	1.5 (ea)	01-3/W1-3	1958	2029 (ea)
7286	A,B,C,D	4	4 - Plex	no	3 (ea)	1.5 (ea)	01-3/W1-3	1963	1300 (ea)
7288	A,B,C,D	4	4 - Plex	no	2332	1,1.5,1.5,1	01-3/W1-3	1963	4864
		1823							



FAMILY HOUSING AREAS
LOCATION MAP

SCALE: NOT TO SCALE

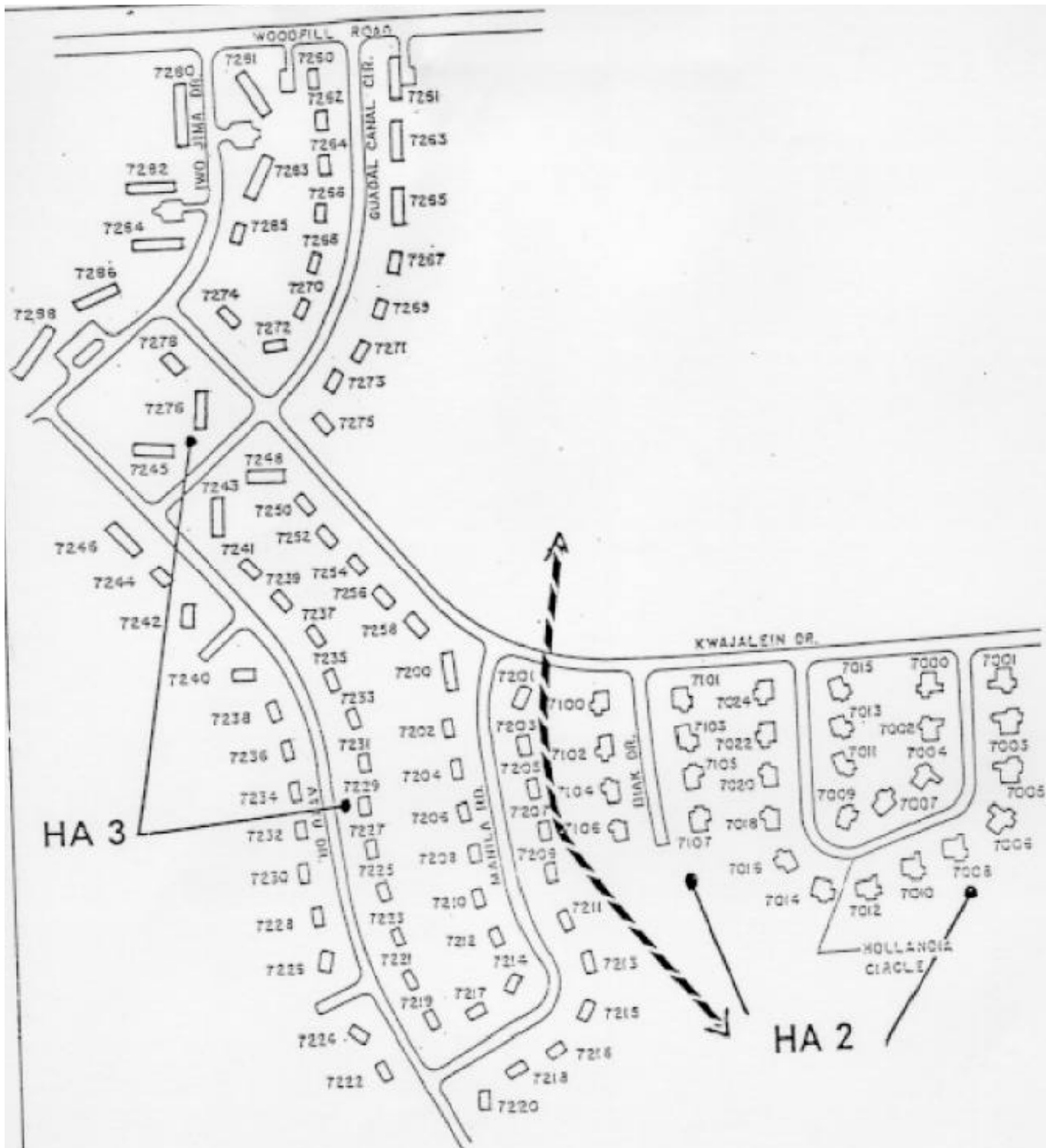




FAMILY HOUSING AREA 1
UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE





FAMILY HOUSING AREAS 2 & 3
UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE

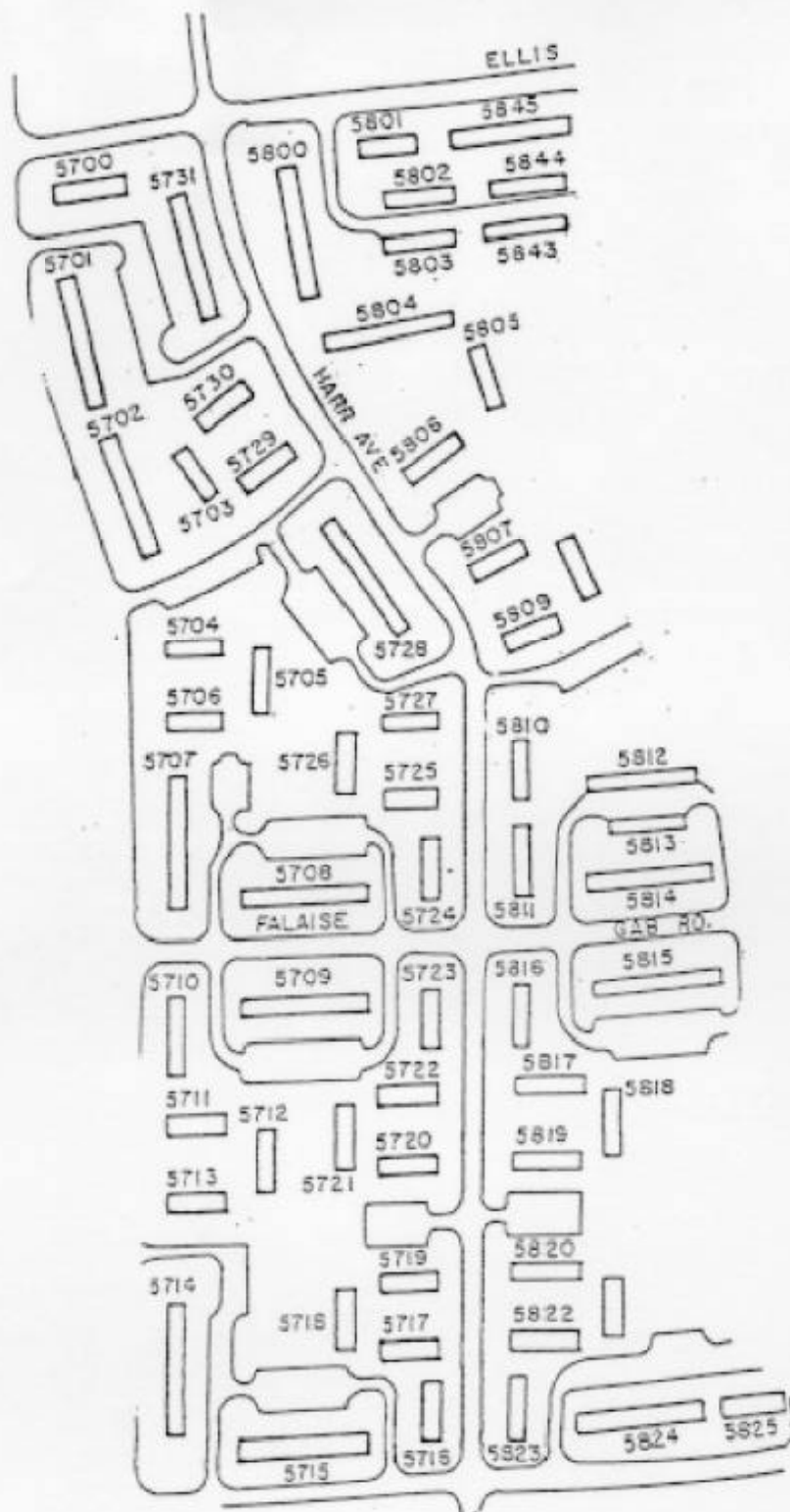




FAMILY HOUSING AREA 4
UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE

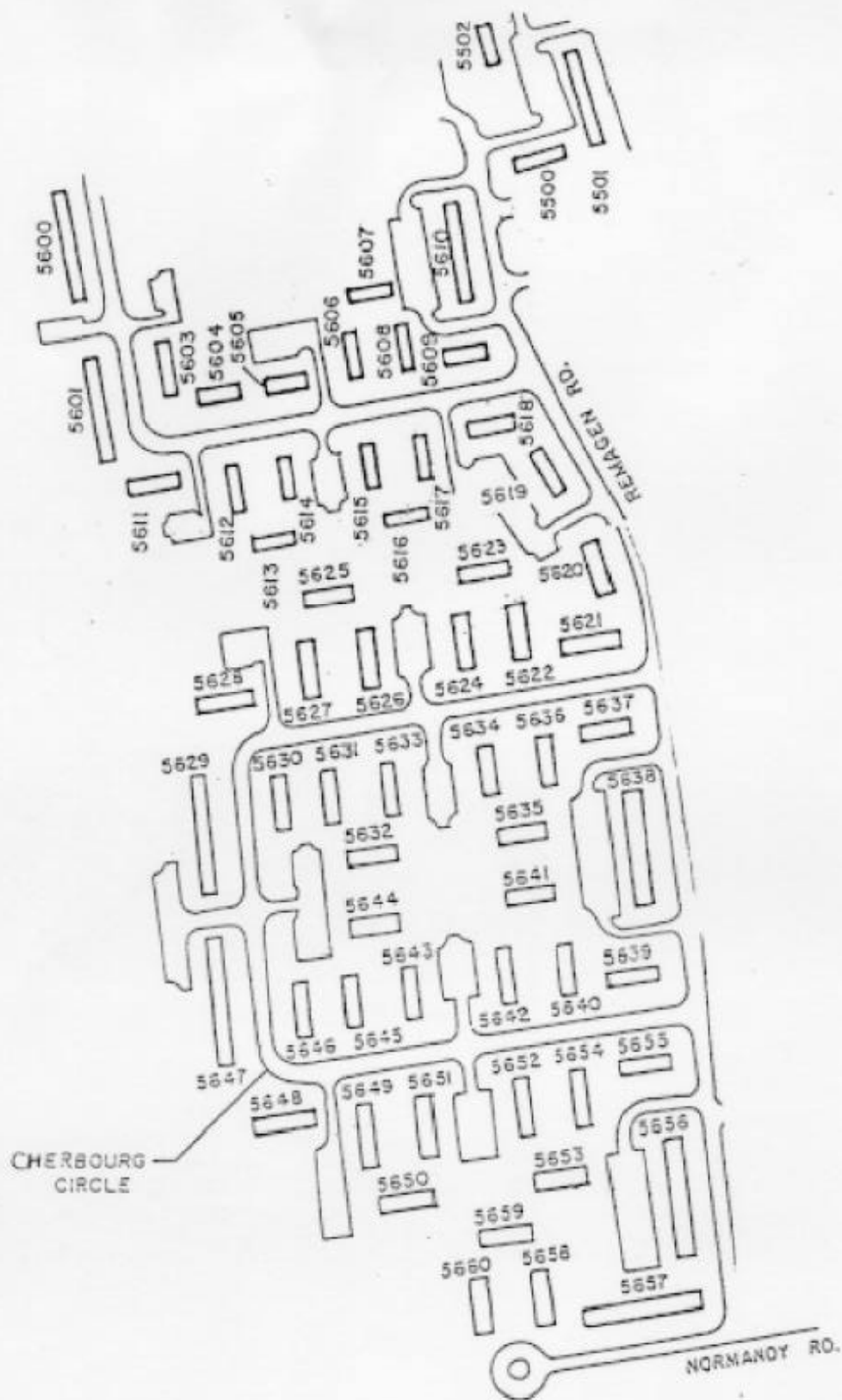




FAMILY HOUSING AREA 5
UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE

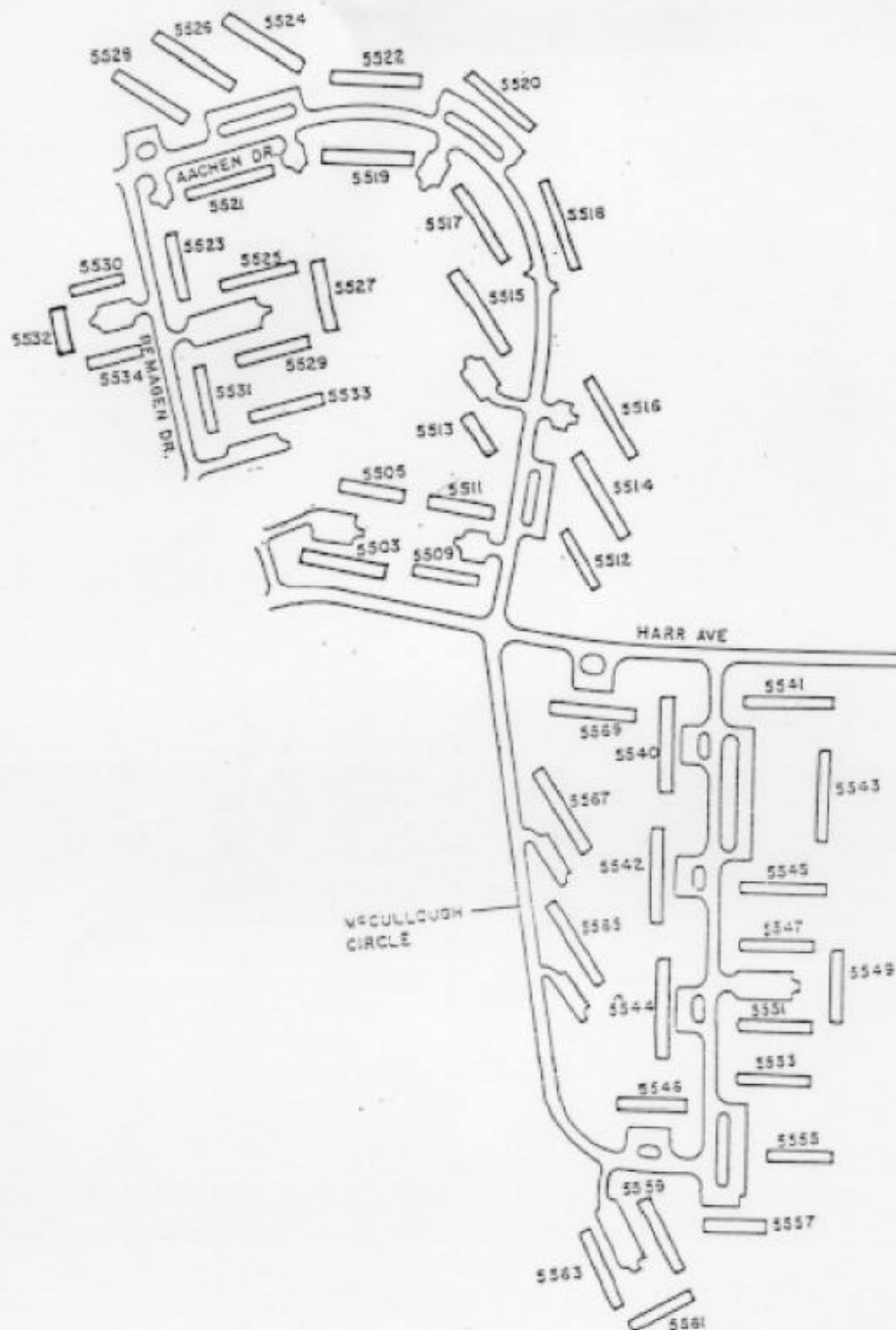




FAMILY HOUSING AREA 6
UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE





FAMILY HOUSING AREA 7
UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE





FAMILY HOUSING AREA 8 UNIT IDENTIFICATION MAP

SCALE: NOT TO SCALE



**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2, Exhibit C
Abatement Requirements for
Existing Family Housing**

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required	Asb-floors	Asb-crl sp
			Lead		
1	n/a	Single Family	no	no	*n/a
2	n/a	Single Family	no	no	n/a
3	n/a	Single Family	no	no	n/a
4	n/a	Single Family	no	no	n/a
5	n/a	Single Family	no	no	n/a
6	n/a	Single Family	no	no	n/a
7	n/a	Single Family	no	no	n/a
8	n/a	Single Family	no	no	n/a
9	n/a	Single Family	no	no	n/a
10	n/a	Single Family	no	no	n/a
11	n/a	Single Family	no	no	n/a
12	n/a	Single Family	no	no	no
13	n/a	Single Family	no	no	no
14	n/a	Single Family	no	no	no
15	n/a	Single Family	no	no	no
16	n/a	Single Family	no	no	no
17	n/a	Single Family	no	no	no
18	n/a	Single Family	no	no	no
19	n/a	Single Family	no	no	no
20	n/a	Single Family	no	no	no
21	n/a	Single Family	no	no	no
22	n/a	Single Family	no	no	no
23	n/a	Single Family	no	no	no
24	n/a	Single Family	no	no	no
25	n/a	Single Family	no	no	no
26	n/a	Single Family	no	no	no
27	n/a	Single Family	no	no	no
4401	A & B	Duplex	A & B	B	A & B
4402	A & B	Duplex	A & B	A	A & B
4403	A & B	Duplex	A & B	B	A & B
4404	A & B	Duplex	B	B	A & B
4405	A,B,C,D	4 - Plex	A,B,C,D	no	A,B,C,D
4406	A & B	Duplex	A & B	A & B	A & B
4407	A & B	Duplex	A & B	A & B	A & B
4408	A,B,C,D	4 - Plex	A,B,C,D	B,C,D	A,B,C,D
4410	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	A,B,C,D
4411	A & B	Duplex	A & B	B	A & B
4412	A & B	Duplex	A & B	no	A & B
4413	A,B,C,D	4 - Plex	A,B,C,D	A,B,D	A,B,C,D
4414	A & B	Duplex	A & B	A & B	A & B
4415	A & B	Duplex	B	B	A & B
4416	A & B	Duplex	A & B	B	A & B
4417	A,B,C,D	4 - Plex	A,B,C,D	C,D	A,B,C,D
4420	A & B	Duplex	B	no	A & B
4421	A & B	Duplex	A & B	A	A & B
4422	A,B,C,D	4 - Plex	A,B,C,D	A,B	A,B,C,D
4423	A & B	Duplex	B	B	A & B

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required		
			Lead	Asb-floors	Asb-crl sp
4425	A,B,C,D	4 – Plex	A,C,D	A,C,D	A,B,C,D
4427	A,B,C,D	4 – Plex	A,B,C,D	B,D	A,B,C,D
4428	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	A,B,C,D
4429	A & B	Duplex	A & B	B	A & B
4430	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	A,B,C,D
4431	A & B	Duplex	A & B	A	A & B
4433	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	A,B,C,D
4434	A & B	Duplex	A & B	B	A & B
4435	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	A,B,C,D
4436	A & B	Duplex	A & B	A & B	A & B
4437	A & B	Duplex	B	A & B	A & B
4438	A & B	Duplex	B	A & B	A & B
4439	A,B,C,D	4 – Plex	A,B,D	A,D	A,B,C,D
4440	A & B	Duplex	A & B	A & B	A & B
4441	A & B	Duplex	A & B	A & B	A & B
4442	A & B	Duplex	A & B	A & B	A & B
4443	A,B,C,D	4 – Plex	B,C,D	B,C,D	A,B,C,D
4444	A & B	Duplex	A & B	B	A & B
4445	A & B	Duplex	A	A & B	A & B
4446	A & B	Duplex	A & B	A & B	A & B
4449	A,B,C,D	4 – Plex	A,B,C,D	A,B,D	A,B,C,D
4450	A & B	Duplex	A & B	no	A & B
4451	A & B	Duplex	A & B	A & B	A & B
4452	A,B,C,D	4 – Plex	A,B,C	A	A,B,C,D
4453	A,B,C,D	4 – Plex	B,C,D	A,B,C,D	A,B,C,D
4454	A & B	Duplex	A & B	A & B	A & B
4455	A & B	Duplex	A & B	B	A & B
4456	A,B,C,D	4 – Plex	A,B,C,D	B,C,D	A,B,C,D
4457	A,B,C,D	4 – Plex	B,C,D	A,C,D	A,B,C,D
4460	A & B	Duplex	A & B	A & B	A & B
4461	A & B	Duplex	A & B	A & B	A & B
4462	A & B	Duplex	A & B	A & B	A & B
4463	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
4464	A & B	Duplex	A & B	A	A & B
4465	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	A,B,C,D
4466	A & B	Duplex	A & B	A & B	A & B
4467	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	A,B,C,D
4468	A & B	Duplex	A & B	A & B	A & B
4469	A & B	Duplex	A & B	A	A & B
4470	A & B	Duplex	A & B	B	A & B
4471	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	A,B,C,D
4472	A & B	Duplex	A & B	A & B	A & B
4473	A & B	Duplex	A & B	no	A & B
4474	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	A,B,C,D
4475	A & B	Duplex	A & B	B	A & B
4476	A & B	Duplex	A & B	B	A & B
4477	A,B,C,D	4 – Plex	A,B,C,D	A,B	A,B,C,D

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required		
			Lead	Asb-floors	Asb-crl sp
4478	A & B	Duplex	B	A & B	A & B
4479	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	A,B,C,D
4480	A,B,C,D	4 - Plex	B,C,D	A,B,C,D	A,B,C,D
4481	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	A,B,C,D
4482	A & B	Duplex	A & B	A & B	A & B
4502	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4506	A & B	Duplex	A & B	A	n/a
4508	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,F	n/a
4512	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	n/a
4515	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E	n/a
4519	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	n/a
4523	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	n/a
4525	A,B,C,D	4 - Plex	A,B,D	B,D	n/a
4528	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4532	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4536	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,C,D,E,F	n/a
4540	A,B,C,D	4 - Plex	A,B,C,D	B,C	n/a
4543	A,B,C,D,E,F	6 - Plex	A,B,C,D,F	A,B,C,D,E	n/a
4547	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,E,F	n/a
4551	A,B,C,D	4 - Plex	A,B,C,D	B,C,D	n/a
4554	A,B,C,D,E,F	6 - Plex	A,C,D,E,F	A,C,E,F	n/a
4559	A,B,C,D	4 - Plex	A,B,C,D	A,B,D	n/a
4561	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4565	A,B,C,D,E,F	6 - Plex	A,B,D,E,F	A,B,C,D,E,F	n/a
4569	A,B,C,D	4 - Plex	A,B,C,D	B,C,D	n/a
4572	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4576	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	n/a
4605	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E	n/a
4609	A,B,C,D	4 - Plex	A,B,C,D	B,C,D	n/a
4612	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4616	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	n/a
4620	A & B	Duplex	A & B	A & B	n/a
4622	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4626	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	n/a
4629	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E	n/a
4633	C,D,E,F	4 - Plex	C,D,F	F	n/a
4637	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	B,C,D,F	n/a
4641	A,B,C,D	4 - Plex	A,B,C	A,B,C,D	n/a
4644	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	n/a
4647	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
4651	A,B,C,D,E,F	6 - Plex	A,C,D,E,F	B,C,D,E,F	n/a
4655	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,C,D,E,F	n/a
4659	A,B,C,D	4 - Plex	A,B,C,D	A,D	n/a
4662	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,C,D,E,F	n/a
4666	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	n/a
4669	A,B,C,D	4 - Plex	A,B,C	B,C,D	n/a
4675	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,F	n/a

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required		
			Lead	Asb-floors	Asb-crl sp
4679	A & B	Duplex	A & B	A & B	n/a
4681	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,C,D,E,F	n/a
4685	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	n/a
4688	A,B,C,D	4 – Plex	A,B,C,D	A,B,D	n/a
4691	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	D,E,F	n/a
4695	A & B	Duplex	A & B	A & B	n/a
4697	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,E	n/a
4702	A & B	Duplex	A & B	no	n/a
4704	A & B	Duplex	A & B	A	n/a
4705	A & B	Duplex	A & B	A & B	n/a
4706	A & B	Duplex	A & B	A	n/a
4707	A & B	Duplex	A & B	B	n/a
4708	A & B	Duplex	A & B	B	n/a
4709	A & B	Duplex	A & B	A & B	n/a
4710	A & B	Duplex	A & B	A	n/a
4711	A & B	Duplex	A & B	A & B	n/a
4712	A & B	Duplex	A & B	A & B	n/a
4713	A & B	Duplex	A & B	A & B	n/a
4714	A & B	Duplex	A & B	A & B	n/a
4720	A & B	Duplex	A & B	A & B	n/a
4721	A & B	Duplex	A & B	A	n/a
4722	A & B	Duplex	A & B	no	n/a
4723	A & B	Duplex	A & B	A & B	n/a
4724	A & B	Duplex	A & B	A & B	n/a
4725	A & B	Duplex	A & B	B	n/a
4726	A & B	Duplex	A & B	A & B	n/a
4727	A & B	Duplex	A & B	A & B	n/a
4728	A & B	Duplex	A & B	A & B	n/a
4729	A & B	Duplex	A & B	A & B	n/a
4730	A & B	Duplex	A & B	A	n/a
4731	A & B	Duplex	A & B	A & B	n/a
4732	A & B	Duplex	A & B	A & B	n/a
4733	A & B	Duplex	A & B	A	n/a
4734	A & B	Duplex	A & B	A	n/a
4735	A & B	Duplex	A & B	A & B	n/a
4736	A & B	Duplex	A & B	A & B	n/a
4800	A & B	Duplex	A & B	A & B	n/a
4801	A & B	Duplex	A & B	A & B	n/a
4802	A & B	Duplex	A & B	A & B	n/a
4803	A & B	Duplex	A & B	A & B	n/a
4804	A & B	Duplex	A & B	A & B	n/a
4805	A & B	Duplex	A & B	A & B	n/a
4806	A & B	Duplex	A & B	A & B	n/a
4807	A & B	Duplex	A & B	A & B	n/a
4808	A & B	Duplex	A & B	B	n/a
4809	A & B	Duplex	A & B	A & B	n/a
4810	A & B	Duplex	A & B	A	n/a

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required	Asb-floors	Asb-crl sp
			Lead		
4811	A & B	Duplex	A & B	B	n/a
4812	A & B	Duplex	A & B	B	n/a
4813	A & B	Duplex	A & B	A	n/a
4814	A & B	Duplex	A & B	A & B	n/a
4815	A & B	Duplex	A & B	A & B	n/a
4816	A & B	Duplex	A & B	A & B	n/a
4817	A & B	Duplex	A & B	A & B	n/a
4818	A & B	Duplex	A & B	A & B	n/a
4819	A & B	Duplex	A	A & B	n/a
4820	A & B	Duplex	A & B	A & B	n/a
4821	A & B	Duplex	A & B	A & B	n/a
4822	A & B	Duplex	A & B	A & B	n/a
4823	A & B	Duplex	A & B	A & B	n/a
4825	A & B	Duplex	A & B	A & B	n/a
4901	A & B	Duplex	A & B	A & B	n/a
4903	A & B	Duplex	A & B	A & B	n/a
4905	A & B	Duplex	A & B	A & B	n/a
4907	A & B	Duplex	A & B	no	n/a
4909	A & B	Duplex	A & B	A & B	n/a
4910	A & B	Duplex	A & B	A & B	n/a
4911	A & B	Duplex	A & B	B	n/a
4912	A & B	Duplex	A & B	A & B	n/a
4913	A & B	Duplex	A & B	A & B	n/a
4914	A & B	Duplex	A & B	A & B	n/a
4915	A & B	Duplex	A & B	B	n/a
4917	A & B	Duplex	A & B	A & B	n/a
4919	A & B	Duplex	A & B	A & B	n/a
4921	A & B	Duplex	A & B	A & B	n/a
4922	A & B	Duplex	A & B	no	n/a
4923	A & B	Duplex	A & B	A & B	n/a
4924	A & B	Duplex	A & B	A	n/a
4925	A & B	Duplex	A & B	B	n/a
4926	A & B	Duplex	A & B	A & B	n/a
4927	A & B	Duplex	A & B	A & B	n/a
4928	A & B	Duplex	A & B	A & B	n/a
5500	A,B,C,D	4 - Plex	A,B,C,D	D	no
5501	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,E	no
5502	A,B,C	3 - Plex	A,B,C	B	no
5503	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,D,F	no
5505	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	no
5509	A,B,C,D	4 - Plex	A,B,C,D	A,B	no
5511	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	no
5512	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	no
5513	A,B,C,D	4 - Plex	A,B,C,D	B,C,D	no
5514	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,D,F	no
5515	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D,F	no
5516	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,B,C,D	no

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required		
			Lead	Asb-floors	Asb-crl sp
5517	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	C,D	no
5518	A,B,C,D,E	5 – Plex	A,B,C,D,E	B,C,D,E	A,C
5519	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,D,E,F	no
5520	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,C,F	no
5521	A,B,C,D,E,F	6 – Plex	B,C,D,E,F	A,B,D,F	no
5522	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,D,E,F	no
5523	A,B,C,D	4 – Plex	A,B,C,D	B,C,D	no
5524	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	C,D,E,F	no
5525	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,D,E,F	no
5526	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C	A,B,C,D,E,F
5527	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,E	no
5528	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,F	no
5529	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,D,E,F	no
5530	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	no
5531	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	no
5532	A,B,C,D	4 – Plex	A,B,C,D	A,C,D	A,B,C,D
5533	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	no
5534	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	no
5540	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,C	no
5541	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,C,D,E,F	no
5542	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	E,F	no
5543	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,C,D,F	no
5544	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,E,F	no
5545	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,C,D,E	no
5546	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	C,D,E	no
5547	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,E,F	no
5549	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B	no
5551	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,C,D,F	no
5553	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B	no
5555	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	F	no
5557	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,D,F	A,B,C,D,E,F
5559	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	C,E,F	A,B,C,D,E,F
5561	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,D,E,F	A,B,C,D,E,F
5563	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,C,E,F	A,B,C,D,E,F
5565	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,E,F	A,B,C,D,E,F
5567	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,D,E	A,B,C,D,E,F
5569	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,C,D,E,F	A,B,C,D,E,F
5600	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,D,E,F	A,B,C,D,E,F
5601	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	B,E,F	A,B,C,D,E,F
5602	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	A,B,C,D
5603	A,B,C,D	4 – Plex	A,B,C,D	A,B,C	A,B,C,D
5604	A,B,C,D	4 – Plex	A,B,C,D	B	A,B,C,D
5605	A,B,C,D	4 – Plex	A,B,C,D	D	A,B,C,D
5606	A,B,C,D	4 – Plex	A,B,C,D	A,B,D	A,B,C,D
5607	A,B,C,D	4 – Plex	A,B,C,D	D	A,B,C,D
5608	A,B,C,D	4 – Plex	A,B,C,D	A,B	A,B,C,D
5609	A,B,C,D	4 – Plex	A,B,C,D	A,C,D	A,B,C,D

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required		
			Lead	Asb-floors	Asb-crl sp
5610	A,B,C,D,E	5 - Plex	A,B,C,D,E	B,D,E	B,D,E
5611	A,B,C,D	4 - Plex	A,B,C,D	no	A,B,C,D
5612	A,B,C,D	4 - Plex	A,B,C,D	A	A,B,C,D
5613	A,B,C,D	4 - Plex	A,B,C,D	no	A,B,C,D
5614	A,B,C,D	4 - Plex	A,B,C,D	B,C	A,B,C,D
5615	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5616	A,B,C,D	4 - Plex	A,B,C,D	A,B,D	A,B,C,D
5617	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5618	A,B,C,D	4 - Plex	A,B,C,D	B,C	A,B,C,D
5619	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	A,B,C,D
5620	A,B,C,D	4 - Plex	A,B,C,D	B	A,B,C,D
5621	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5622	A,B,C,D	4 - Plex	A,B,C,D	B,D	A,B,C,D
5623	A,B,C,D	4 - Plex	B,C,D	A,B,C,D	A,B,C,D
5624	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5625	A,B,C,D	4 - Plex	A,B,C,D	A,C	A,B,C,D
5626	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	A,B,C,D
5627	A,B,C,D	4 - Plex	A,B,C,D	B,D	A,B,C,D
5628	A,B,C,D	4 - Plex	A,B,C,D	A,B	A,B,C,D
5629	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	B,C,D,F	A,B,C,D,E,F
5630	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5631	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5632	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5633	A,B,C,D	4 - Plex	A,B,C,D	D	A,B,C,D
5634	A,B,C,D	4 - Plex	A,B,C,D	C,D	A,B,C,D
5635	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5636	A,B,C,D	4 - Plex	A,B,C,D	B,C	A,B,C,D
5637	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	A,B,C,D
5638	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	A,C,D,E,F	A,B,C,D,E,F
5639	A,B,C,D	4 - Plex	A,B,C,D	A,B	A,B,C,D
5640	A,B,C,D	4 - Plex	A,B,C,D	A,C	A,B,C,D
5641	A,B,C,D	4 - Plex	A,B,C,D	A,D	A,B,C,D
5642	A,B,C,D	4 - Plex	A,B,C,D	B,C	A,B,C,D
5643	A,B,C,D	4 - Plex	A,B,C,D	A,C,D	A,B,C,D
5644	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5645	A,B,C,D	4 - Plex	A,B,C,D	A,B,C,D	A,B,C,D
5646	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	A,B,C,D
5647	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	B,C,D,E	A,B,C,D,E,F
5648	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	A,B,C,D
5649	A,B,C,D	4 - Plex	A,B,C,D	B,D	A,B,C,D
5650	A,B,C,D	4 - Plex	A,B,C,D	A,B,C	A,B,C,D
5651	A,B,C,D	4 - Plex	B,C,D	A,B	A,B,C,D
5652	A,B,C,D	4 - Plex	A,B,C,D	A,D	A,B,C,D
5653	A,B,C,D	4 - Plex	A,B,C,D	C,D	A,B,C,D
5654	A,B,C,D	4 - Plex	A,B,C,D	D	A,B,C,D
5655	A,B,C,D	4 - Plex	A,B,C,D	A,B,D	A,B,C,D
5656	A,B,C,D,E,F	6 - Plex	A,B,C,E,F	A,B,C,D,E,F	n/a

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required		
			Lead	Asb-floors	Asb-crl sp
5657	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	A,B,C,D,E,F	n/a
5658	A,B,C,D	4 – Plex	A,B,C,D	A,C	A,B,C,D
5659	A,B,C,D	4 – Plex	A,B,C,D	B	A,B,C,D
5660	A,B,C,D	4 – Plex	A,B,C,D	A,B,C,D	A,B,C,D
5700	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5701	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	no
5702	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	no
5703	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5704	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5705	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5706	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5707	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	A,B,C,D,E,F
5708	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5709	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5710	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5711	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5712	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5713	A,B,C,D	4 – Plex	A,B,C,D	no	A,B,C,D
5714	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5715	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5716	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5717	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5718	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5719	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5720	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5721	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5722	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5723	A,B,C,D	4 – Plex	B,C,D	no	n/a
5724	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5725	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5726	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5727	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5728	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5729	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5730	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5731	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5800	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5801	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5802	Gang Port	4 – Plex	yes	no	n/a
5803	Gang Port	4 – Plex	yes	no	n/a
5804	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5805	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5806	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5807	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5808	A,B,C,D	4 – Plex	B,C,D	no	n/a
5809	A,B,C,D	4 – Plex	A,C,D	no	n/a
5810	A,B,C,D	4 – Plex	A,B,C,D	no	n/a

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required	Asb-floors	Asb-crl sp
			Lead		
5811	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5812	Gang Port		yes	no	n/a
5813	Gang Port		yes	no	n/a
5814	A,B,C,D,E,F	6 - Plex	A,B,C,E,F	no	n/a
5815	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a
5816	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5817	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5818	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5819	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5820	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5821	A,B,C,D	4 - Plex	A,C,D	no	n/a
5822	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5823	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5824	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a
5825	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5826	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5827	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5828	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5829	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5830	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5831	A,B,C,D	4 - Plex	C,D	no	n/a
5832	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5833	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5834	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a
5835	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5836	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5837	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5839	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5840	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5841	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5842	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5843	Gang Port		yes	no	n/a
5844	Gang Port		yes	no	n/a
5845	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a
5858	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5900	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5901	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5902	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5903	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5904	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5905	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5906	A,B,C,D	4 - Plex	A,B,C,D	no	n/a
5907	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a
5908	Gang Port		yes	no	n/a
5909	Gang Port		yes	no	n/a
5910	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a
5911	A,B,C,D,E,F	6 - Plex	A,B,C,D,E,F	no	n/a

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required	Asb-floors	Asb-crl sp
			Lead		
5912	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5913	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5914	A,B,C,D	4 – Plex	C,D	no	n/a
5915	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5916	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5917	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5918	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5919	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5920	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5921	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5922	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5923	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5924	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5925	A,B,C,D	4 – Plex	A,C,D	no	n/a
5926	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5927	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5928	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5929	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5930	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5931	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5932	A,B,C,D	4 – Plex	B,C,D	no	n/a
5933	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5934	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5935	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5936	A,B,C,D	4 – Plex	A,B,C,D	no	n/a
5937	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
5938	A,B,C,D,E,F	6 – Plex	A,B,C,D,E,F	no	n/a
7000	n/a	Single Family	yes	no	n/a
7001	n/a	Single Family	yes	no	n/a
7002	n/a	Single Family	yes	no	n/a
7003	n/a	Single Family	yes	no	n/a
7004	n/a	Single Family	yes	no	n/a
7005	n/a	Single Family	yes	no	n/a
7006	n/a	Single Family	yes	no	n/a
7007	n/a	Single Family	yes	no	no
7008	n/a	Single Family	yes	no	no
7009	n/a	Single Family	yes	no	no
7010	n/a	Single Family	yes	no	n/a
7011	n/a	Single Family	yes	no	no
7012	n/a	Single Family	yes	no	no
7013	n/a	Single Family	yes	no	no
7014	n/a	Single Family	yes	no	no
7015	n/a	Single Family	yes	no	no
7016	n/a	Single Family	yes	no	no
7018	n/a	Single Family	yes	no	no
7020	n/a	Single Family	yes	no	no
7022	n/a	Single Family	yes	no	no

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required	Asb-floors	Asb-crl sp
			Lead		
7024	n/a	Single Family	yes	no	no
7100	n/a	Single Family	yes	no	no
7101	n/a	Single Family	yes	no	no
7102	n/a	Single Family	yes	no	no
7103	n/a	Single Family	yes	no	no
7104	n/a	Single Family	yes	no	no
7105	n/a	Single Family	yes	no	no
7106	n/a	Single Family	yes	no	no
7107	n/a	Single Family	yes	no	no
7200	A & B	Duplex	A & B	A & B	A & B
7201	A & B	Duplex	A & B	B	A & B
7202	A & B	Duplex	A & B	A & B	A & B
7203	A & B	Duplex	A & B	B	A & B
7204	A & B	Duplex	A & B	A	A & B
7205	A & B	Duplex	A & B	A	A & B
7206	A & B	Duplex	A & B	A & B	A & B
7207	A & B	Duplex	A & B	A & B	A & B
7208	A & B	Duplex	A & B	A	A & B
7209	A & B	Duplex	A & B	B	A & B
7210	A & B	Duplex	A & B	no	A & B
7211	A & B	Duplex	A & B	B	A & B
7212	A & B	Duplex	A & B	B	A & B
7213	A & B	Duplex	A & B	no	A & B
7214	A & B	Duplex	A & B	A & B	A & B
7215	A & B	Duplex	A & B	A & B	A & B
7216	A & B	Duplex	A & B	A & B	A & B
7217	A & B	Duplex	A & B	no	A & B
7218	A & B	Duplex	A & B	A	A & B
7219	A & B	Duplex	A & B	B	A & B
7220	A & B	Duplex	A & B	A & B	A & B
7221	A & B	Duplex	A & B	no	A & B
7222	A & B	Duplex	A & B	A	A & B
7223	A & B	Duplex	A & B	A	A & B
7224	A & B	Duplex	A & B	A	A & B
7225	A & B	Duplex	A & B	A	A & B
7226	A & B	Duplex	A & B	A	A & B
7227	A & B	Duplex	A & B	B	A & B
7228	A & B	Duplex	A & B	B	A & B
7229	A & B	Duplex	A & B	A	A & B
7230	A & B	Duplex	A & B	A & B	A & B
7231	A & B	Duplex	A & B	A	A & B
7232	A & B	Duplex	A & B	A & B	A & B
7233	A & B	Duplex	A & B	A	A & B
7234	A & B	Duplex	A & B	A & B	A & B
7235	A & B	Duplex	A & B	A & B	A & B
7236	A & B	Duplex	A & B	A & B	A & B
7237	A & B	Duplex	A & B	A & B	A & B

Abatement Requirements for Existing Family Housing

Bldg#	Ext	Type	Abatement Required	Asb-floors	Asb-crl sp
			Lead		
7238	A & B	Duplex	B	B	A & B
7239	A & B	Duplex	A & B	A & B	A & B
7240	A & B	Duplex	A & B	A & B	A & B
7241	A & B	Duplex	A & B	B	A & B
7242	A & B	Duplex	A & B	A & B	A & B
7243	A & B	Duplex	A & B	B	A & B
7244	A & B	Duplex	A & B	no	A & B
7245	A & B	Duplex	A & B	A & B	A & B
7246	A & B	Duplex	A & B	A	A & B
7248	A & B	Duplex	A & B	A & B	A & B
7250	A & B	Duplex	A & B	A & B	A & B
7252	A & B	Duplex	A & B	A & B	A & B
7254	A & B	Duplex	A & B	A & B	A & B
7256	A & B	Duplex	A & B	A & B	A & B
7258	A & B	Duplex	B	B	A & B
7260	A & B	Duplex	A & B	A & B	n/a
7261	A & B	Duplex	A & B	A & B	n/a
7262	A & B	Duplex	A & B	A	n/a
7263	A & B	Duplex	A & B	A & B	n/a
7264	A & B	Duplex	B	A & B	n/a
7265	A & B	Duplex	A & B	A & B	n/a
7266	A & B	Duplex	A & B	A & B	n/a
7267	A & B	Duplex	A & B	A & B	n/a
7268	A & B	Duplex	A & B	A & B	n/a
7269	A & B	Duplex	A & B	B	n/a
7270	A & B	Duplex	A & B	A & B	n/a
7271	A & B	Duplex	A & B	A & B	n/a
7272	A & B	Duplex	A & B	A & B	n/a
7273	A & B	Duplex	A & B	A & B	n/a
7274	A & B	Duplex	A & B	A & B	n/a
7275	A & B	Duplex	A & B	A	n/a
7276	A & B	Duplex	A & B	A & B	n/a
7278	A & B	Duplex	A & B	A & B	n/a
7280	A,B,C,D	4 - Plex	A,B,C,D,	no	no
7281	A,B,C,D	4 - Plex	A,C,D	no	no
7282	A,B,C,D	4 - Plex	A,B,C,D,	no	no
7283	A,B,C,D	4 - Plex	A,B,C,D,	no	no
7284	A,B,C,D	4 - Plex	A,B,C,D,	no	no
7285	A & B	Duplex	A & B	no	no
7286	A,B,C,D	4 - Plex	A,B,C,D,	no	no
7288	A,B,C,D	4 - Plex	A,B,C,D,	no	no
* n/a – unit has a basement in lieu of a crawl space.					

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2, Exhibit D
Family Housing Units
Renovated Since 1996**

Family Housing Units Renovated in 1996

Building #	Type Unit	Basement	Garage
4	Single Family	yes	yes
5	Single Family	yes	yes
6	Single Family	yes	yes
7	Single Family	yes	yes
8	Single Family	yes	yes
9	Single Family	yes	yes
10	Single Family	yes	yes
11	Single Family	yes	yes
12	Single Family	no	no
13	Single Family	no	no
14	Single Family	no	no
15	Single Family	no	no
16	Single Family	no	no
17	Single Family	no	no
18	Single Family	no	no
19	Single Family	no	no
20	Single Family	no	no
21	Single Family	no	no
22	Single Family	no	no
23	Single Family	no	no
24	Single Family	no	no
25	Single Family	no	no
26	Single Family	no	no
27	Single Family	no	no
7280 (A,B,C,D)	4 - Plex	no	no
7281 (A,B,C,D)	4 - Plex	no	no
7282 (A,B,C,D)	4 - Plex	no	no
7283 (A,B,C,D)	4 - Plex	no	no
7284 (A,B,C,D)	4 - Plex	no	no
7285 (A & B)	Duplex	yes	no
7286 (A,B,C,D)	4 - Plex	no	no
7288 (A,B,C,D)	4 - Plex	no	no
7000	Single Family	yes	yes
7001	Single Family	yes	yes
7002	Single Family	yes	yes
7003	Single Family	yes	yes
7004	Single Family	yes	yes
7005	Single Family	yes	yes
7006	Single Family	yes	yes
7007	Single Family	no	yes
7008	Single Family	yes	yes
7009	Single Family	no	yes
7010	Single Family	yes	yes
7011	Single Family	no	yes
7012	Single Family	no	yes
7013	Single Family	no	yes
7014	Single Family	no	yes
7015	Single Family	no	yes

Family Housing Units Renovated in 1996

Building #	Type Unit	Basement	Garage
7016	Single Family	no	yes
7018	Single Family	no	yes
7020	Single Family	no	yes
7022	Single Family	no	yes
7024	Single Family	no	yes
7100	Single Family	no	yes
7101	Single Family	no	yes
7102	Single Family	no	yes
7103	Single Family	no	yes
7104	Single Family	no	yes
7105	Single Family	no	yes
7106	Single Family	no	yes
7107	Single Family	no	yes

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 2, Exhibit E
Document Information Room Contents**

DOCUMENT INFORMATION ROOM CONTENTS

1. Correspondence requesting relief from personal property tax.
2. Current housing waiting list.
3. Copy of Request for Proposal.
4. Project Work Statement for current maintenance contract.
5. Fort Carson Affordable Housing Initiative Project Feasibility Study dated 15 March 1996.
6. Existing utility locations.
7. Environmental Assessment dated 21 June 1996.
8. Utility studies performed by the U.S. Army Corps of Engineers.
9. Historical Basic Allowance for Quarters (BAQ) and Variable Housing Allowance (VHA) data for Fort Carson, CO.
10. Topographic maps of Fort Carson, CO.
11. 1992 Market Feasibility Analysis for Fort Carson, CO.
12. Floor plans of existing housing units.
13. Industry Forum Information Packet dated 5 September 1996.
14. Listing of all upgrades performed on existing housing units for the past eight (8) years.
15. Service call records pertaining to ground flooding.
16. Historical data on housing units.
17. Lead and asbestos abatement.
18. Housing Office operations and management budget.
19. Legal Descriptions of Property, including drawings thereof, and appraisal information.

20. Fort Carson Drainage Maps
21. Legal Descriptions
22. Promotion Historical Data
23. Soils Analysis for Area C
24. RFP Spreadsheets Disk
 - Housing Abatements
 - Housing Renovations
 - Housing Data (SF, # Baths, # Bedrooms)
 - BAQ/VHA Data
25. Current Playground System Specifications
26. Topographic Maps (Area C) Scale 1" to 100'
27. Topographic Maps (Area I north and Area L) Scale 1" to 100'
28. Utilities Maps
 - Areas 1&3: Water, Sewer, Wastewater (storm), gas, electric.
 - Area 4: Sewer
29. Family Housing Green, Amber, Red Report
30. Updated Waiting List Information
31. CD-ROM containing legal descriptions, utilities, and topographics
32. Housing Office Administration Documents
 1. Application for Housing
 2. Family Housing Guide
33. Monthly Housing Turnover Data
34. Fort Carson Master Plan Graphic

35. Colorado Springs Market Data
 1. Apartment Market Analysis for C.S. (Nov 95)
 2. City 5-Year Plan (Apr 95 - Mar 2000)
 3. Market Feasibility Study for Rockrimmon Project
36. Utility Identifications and Marking Data for Soil Borings

NOTE: Soil Borings may be done by offerors' at their own expense. The Government will provide the utility identifications and markings to identify utility placements, however, the Government will not be held liable for any costs incurred relating to the soil borings or samples. Prior to any soil borings, offerors must coordinate with the Housing Office at 719-526-1085 between the hours of 9:00 a.m. and 4:00 p.m., Monday thru Friday, except holidays. Information obtained by offerors from the soil borings will be considered proprietary data and will not be disseminated by the Government. It is each offeror's responsibility to obtain this information if the information is necessary in their proposal.
37. Listing of Units Receiving Stucco Renovations FY 96-97
38. MCA Installation Construction Plans
39. Installation Services Surveys
40. Installation Design Guide
41. Regulations referenced in the RFP
42. Fort Carson Master Plan (text)
43. Preproposal Conference Packets
44. Area 1 & 3 Telephone Utilities Hardcopy Maps
45. Area 1 Storm drainage map (Revised but not different from CD)
46. List of Housing Office open contracts

MILITARY HOUSING LOAN GUARANTY AGREEMENT

by and between

SECRETARY OF THE ARMY,

and

[NAME OF GUARANTEED LENDER]

Dated _____, _____

**Relating to a
\$ _____ Guaranteed Loan**

Fort Carson, Colorado

MILITARY HOUSING LOAN GUARANTY AGREEMENT

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MILITARY HOUSING LOAN GUARANTY AGREEMENT

THIS MILITARY HOUSING LOAN GUARANTY AGREEMENT (this "Guaranty Agreement") is made and entered into as of _____, _____, by and between **THE UNITED STATES OF AMERICA** represented by **THE SECRETARY OF THE ARMY**; and **[NAME OF GUARANTEED LENDER]**, a _____.

RECITALS

WHEREAS, the Borrower and the Secretary have entered into one or more Contract Documents (as defined below) pursuant to which the Borrower is obligated for the design, construction, operation, maintenance, replacement and rehabilitation, as applicable, of a privately-owned rental housing development (the "Project") primarily for use by military personnel and their families assigned to Fort Carson, Colorado (the "Installation");

WHEREAS, in connection with the Project, the Guaranteed Lender has agreed to make a first lien mortgage loan to the Borrower in the original principal amount of \$_____ (the "Guaranteed Loan"); and

WHEREAS, in consideration of, and as an inducement to, the making of the Guaranteed Loan by the Guaranteed Lender, the Secretary has agreed under the circumstances and upon the terms and conditions set forth in this Guaranty Agreement to guarantee certain payments with respect to the Guaranteed Loan and to purchase the Guaranteed Loan from the Guaranteed Lender.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. The terms defined in this Section 1 and in the Recitals (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Guaranty Agreement shall have the respective meanings specified in this Section 1 and the Recitals.

a. "Act" means the 1996 Defense Authorization Act, Public Law 104-106, 110 Stat. 186, Title XXVIII, Subtitle A, Military Housing Privatization Initiative, as amended.

b. "Affiliate" mean any entity controlling, controlled by or under common control with, the Borrower, or any partner, officer, director, or other principal of the Borrower, or any member or shareholder holding at least 25% of the ownership interests of the Borrower.

c. "Authorized Representative" means with respect to all parties to this Guaranty Agreement, an officer, a principal, an agent or other person who is authorized to act on behalf of and whose actions are binding upon that party. As of the date of execution of this Guaranty Agreement, the primary Authorized Representative of the Borrower is _____; of the Guaranteed Lender is _____; and of the Secretary is _____. Any party may designate additional or substitute persons to act as an Authorized Representative on its behalf at any time by a written notice to the other parties.

d. "Base Closure" means the official announcement by the Secretary of the closure of the Installation and an actual reduction of at least 40% in the number of Eligible Personnel.

e. "Borrower" means _____, a _____, or any successor or assign which is approved by the Secretary as the owner of the Project.

f. "Borrower Payment" means the amount received by the Guaranteed Lender from or on behalf of the Borrower with respect to any Mortgage Payment Date representing all or a portion of the corresponding Required Mortgage Payment.

g. "Breakeven Occupancy" means the occupancy rate of the housing units (expressed as a percentage) in the Project which is estimated to provide Project Net Operating Income sufficient to produce a debt service coverage ratio with respect to the Guaranteed Loan only of 1.0. The Breakeven Occupancy has been initially established on the date of execution of this Guaranty Agreement based upon the cash flow projections for the performance of the Project which have been approved by the Secretary and the Guaranteed Lender. The initial Breakeven Occupancy is ____%. The Breakeven Occupancy shall be recalculated (and remain in effect for the remaining term of this Guaranty Agreement) upon the second anniversary of the date of execution of this Guaranty Agreement based upon cash flow projections reflecting such experience as is then available for operating units and buildings in the Project and contemporaneous projections for units and buildings not then in operation, which have been approved by the Secretary and the Guaranteed Lender. Once established, the recalculated Breakeven Occupancy shall be reflected in an amendment to the Guaranty Agreement. In both instances, the Breakeven Occupancy shall be established utilizing the interest rate on the note that evidences the Guaranteed Loan and the original principal balance of the Guaranteed Loan only.

h. "Business Day" means any day other than a Saturday, a Sunday, or a day on which the federal government is generally closed by statute, regulation or executive order.

i. "Closing Date" means the date on which the Borrower delivers the Guaranteed Note and may receive the proceeds of the Guaranteed Loan.

j. "Construction Servicer" means a party (other than the Servicer) which is acting as the servicer or a subservicer of the Guaranteed Loan during the construction period. As of the execution of this Guaranty Agreement, the Construction Servicer is _____.

k. "Construction Servicing Agreement" means the servicing or subservicing agreement with respect to servicing the Guaranteed Loan during the construction period, which agreement has been approved by the Secretary, to the extent required under the terms of this Guaranty Agreement. A copy of the Construction Servicing Agreement is attached to this Guaranty Agreement as Exhibit G.

l. "Contract" or "Contract Documents" means collectively: the Request For Proposal Number DACA45-98-R-0024 issued by the Secretary, as amended (the "RFP"); the response to the RFP provided by the Borrower; the Contract Management Procedures, if any, executed by the Borrower and the Secretary; and the Land Lease executed by the Borrower and the Secretary; together with such additional documents as may be identified on the list of Contract Documents attached to this Guaranty Agreement as Exhibit F.

m. "Contract Award Date" means the date on which the Borrower is formally awarded the Contract to develop the Project by the Secretary.

n. "Delinquent Debt" means debt owed to, or insured or guaranteed by, any federal agency which is more than 30 days past due or which is otherwise considered to be delinquent by the federal agency responsible for administering such debt for purposes of the Debt Collection Improvement Act of 1996.

o. "Deployment" means the official announcement by the Secretary, or the actual commencement if not publicly announced by the Secretary, of the deployment of military personnel assigned to the Installation and an actual deployment which results in a reduction during any twelve month period during the term of this Guaranty Agreement of at least 40% in the number of Eligible Personnel.

p. "Downsizing" means an actual reduction of at least 40% in the number of Eligible Personnel, whether or not there has been an official announcement by the Secretary of a reduction in the number of military personnel assigned to the Installation. Downsizing shall include a cumulative reduction of at least 40% in the number of Eligible Personnel which is caused by one or more governmental actions, including a deployment, realignment or other transfer of military personnel (whether or not such action constitutes a "Deployment" or "Base Closure" as defined in this Guaranty Agreement).

q. "Eligible Personnel" means all military personnel with dependents assigned to the Installation who are eligible to occupy the Project as reflected in the records maintained by the Installation or the Secretary which contain names and/or number of Eligible Personnel. The

number of Eligible Personnel as of the Contract Award, and for the purpose of determining whether there has been a reduction in Eligible Personnel in the case of a Base Closure or Downsizing, is _____. In the case of a Deployment, the number of Eligible Personnel shall be the number of military personnel with dependents assigned to the Installation who are eligible to occupy the Project as of the commencement of the applicable twelve month period.

r. "Eligible Personnel Reduction Notice" means a written notice delivered by the Secretary to the Guaranteed Lender and the Borrower that there has been a reduction of at least 40% in the number of Eligible Personnel.

s. "Guaranteed Lender" means **[NAME OF GUARANTEED LENDER]** and its successors and permitted assigns.

t. "Guaranteed Loan" means the first lien mortgage loan in the original principal amount of \$_____ from the Guaranteed Lender to the Borrower.

u. "Guaranteed Loan Assignment Date" means the date on which the Guaranteed Lender has been authorized by the Secretary to assign the Guaranteed Loan to the Secretary.

v. "Guaranteed Loan Assignment Notice" means the notice delivered by the Guaranteed Lender to the Secretary to evidence the Guaranteed Lender's desire to assign the Guaranteed Loan to the Secretary.

w. "Guaranteed Loan Documents" means the Guaranteed Mortgage, the Guaranteed Note and any related documents, as they may be amended or modified in accordance with the terms of this Guaranty Agreement, evidencing or securing the obligations of the Borrower and Guaranteed Lender with respect to the Guaranteed Loan; a list of which Guaranteed Loan Documents is attached to this Guaranty Agreement as Exhibit E and fully executed copies of which Guaranteed Loan Documents have been delivered to the Secretary by the Guaranteed Lender on or before the date of this Guaranty Agreement.

x. "Guaranteed Mortgage" means the Military Housing Mortgage (or Deed of Trust) (Guaranteed Loan) dated _____, _____, including all riders and addenda, from the Borrower to the Guaranteed Lender, securing the repayment of the Guaranteed Loan, as amended or modified.

y. "Guaranteed Note" means the Military Housing Note (Guaranteed Loan) dated _____, _____, including all riders and addenda, from the Borrower to the Guaranteed Lender, evidencing the Borrower's obligations to repay the Guaranteed Loan, as amended or modified.

z. "Guaranty Agreement" means this Military Housing Loan Guaranty Agreement as amended or modified in accordance with its terms.

aa. "Guaranty Payment" means the payment to be made by the Secretary to the Guaranteed Lender in connection with the purchase or assignment of the Guaranteed Loan, which Guaranty Payment shall be a sum equal to the Outstanding Principal Balance of the Guaranteed Loan as of date of the Guaranty Payment less amounts which may be deducted in accordance with Section 15c.

bb. "Guaranty Payment Resolution Period" means the period commencing on the date on which the Guaranty Payment should have been paid as determined in accordance with the Dispute Resolution Procedure and ending on the date on which the Guaranty Payment is actually made pursuant to Section 12.

cc. "Guaranty Threshold Event" means a Base Closure, Downsizing or Deployment.

dd. "Guaranty Threshold Event Notice" means a written notice delivered by the Secretary to the Guaranteed Lender and the Borrower that the Installation has been selected for a Base Closure, that personnel from the Installation are involved in a Deployment, or that the Installation has been selected for a Downsizing.

ee. "Installation" means Fort Carson, Colorado.

ff. "Interest Component" means the regularly scheduled monthly payment of interest due on the Guaranteed Loan set forth in attached Exhibit D for the corresponding Mortgage Payment Date, as adjusted following a prepayment of principal.

gg. "Lender's Deficiency Notice and Certification" means the written notice and certification delivered by the Guaranteed Lender to the Secretary following a Mortgage Payment Default substantially in the form attached to this Guaranty Agreement as Exhibit B.

hh. "Monthly Shortfall Payment" means the amount required to be paid by the Secretary to the Guaranteed Lender with respect to any Mortgage Payment Default for which the Secretary has elected to exercise its option to defer the assignment of the Guaranteed Loan. The Monthly Shortfall Payment with respect to any Mortgage Payment Default shall be an amount equal to (i) the Required Mortgage Payment plus accrued and unpaid interest less (ii) the Borrower Payment received as of the date on which the Monthly Shortfall Payments is paid; provided that a Monthly Shortfall Payment shall in no event include payments for late fees, interest calculated at a rate greater than the face interest rate of the Guaranteed Note, or advances made by the Guaranteed Lender unless such advances are made in accordance with the prior approval of the Secretary.

ii. "Mortgage Payment Date" means the first day of each month during the term of Guaranteed Loan, commencing _____ 1, _____.

jj. "Mortgage Payment Default" means a failure by the Borrower (or a party other than the Secretary on behalf of the Borrower) to remit to the Guaranteed Lender a Required Mortgage Payment as due under the Guaranteed Note, which default has not been cured on or before the applicable Mortgage Payment Default Date.

kk. "Mortgage Payment Default Date" means the 30th day following the date on which a Required Mortgage Payment is due and payable under the Guaranteed Loan Documents.

ll. "Mortgaged Property" means the real, personal and other property of the Borrower in which a first lien security interest is granted under the Guaranteed Mortgage.

mm. "MSP Period" means the number of months, not to exceed twenty-four (24) months, for which the Secretary elects to defer the assignment of the Guaranteed Loan under Section 13.

nn. "Non-Guaranteed Subordinate Mortgage" means a subordinate mortgage placed upon the Mortgaged Property in accordance with Section 20e, which mortgage is not guaranteed by the Secretary.

oo. "Optional Loan Purchase Date" means the date set forth in the Optional Loan Purchase Notice on which the Secretary intends to exercise its option to purchase the Guaranteed Loan from the Guaranteed Lender in accordance with Section 18.

pp. "Optional Loan Purchase Notice" means the notice delivered by the Secretary to the Guaranteed Lender in connection with an optional purchase by the Secretary of the Guaranteed Loan in accordance with Section 18.

qq. "Outstanding Principal Balance" means the lesser of the actual principal balance of the Guaranteed Loan as certified to the Secretary by the Guaranteed Lender and the scheduled principal balance as of the date on which the Guaranty Payment is made as set forth in the amortization schedule attached as Exhibit D to this Guaranty Agreement. The Outstanding Principal Balance for purposes of this Guaranty Agreement shall not include accrued and unpaid interest (except to the extent that proceeds are disbursed under the Guaranteed Loan to make interest payments during the construction period), default interest, late fees, tax or insurance escrow payments, attorneys fees or other costs in addition to scheduled principal and interest which may be owed by the Borrower to the Guaranteed Lender under the terms of the Guaranteed Loan Documents.

rr. "Principal Component" means the regularly scheduled monthly payment of principal due on the Guaranteed Loan set forth in attached Exhibit D for the corresponding Mortgage Payment Date, as adjusted following any prepayment of principal.

ss. "Project Net Operating Income" means the actual gross income from the Project minus the payment of Project operating expenses, exclusive of payments due under the Guaranteed Loan or any other indebtedness of the Borrower or secured by the Project and payments to the Borrower or any Affiliate of the Borrower (other than payments for goods or services provided by the Borrower or an Affiliate which do not exceed the amounts which would be paid to third parties for comparable goods or services).

tt. "Qualified Personnel" means Eligible Personnel, or military personnel who are stationed in the general geographic area of the Installation and would be Eligible Personnel if stationed at the Installation, who:

i. have been referred to Borrower by the Installation's base housing office to rent a housing unit in the Project in accordance with the provisions and procedures for such referrals as provided in the Contract or have applied for a housing unit in the Project; and

ii. meet both the minimum pay grade level for available housing units and the other criteria and qualifications established by the Contract in order to qualify to rent the available housing units.

uu. "Required Mortgage Payment" means with respect to a Mortgage Payment Date, all regularly scheduled amounts due for that month under the Guaranteed Loan Documents for interest, principal and required monthly escrow payments for taxes and insurance, if any.

vv. "Secretary" means the Secretary of the Army, or his Authorized Representative.

ww. "Servicer" means the Guaranteed Lender or its agent that is acting as the servicer or a subservicer of the Guaranteed Loan pursuant to a Servicing Agreement, which party has been approved as a servicer or subservicer of the Guaranteed Loan by the Secretary, to the extent required under the terms of this Guaranty Agreement. As of the execution of this Guaranty Agreement, the Servicer is _____.

xx. "Servicing Agreement" means any servicing agreement, including any subservicing agreement, with respect to the Guaranteed Loan which has been approved by the Secretary, to the extent required under the terms of this Guaranty Agreement. A copy of the Servicing Agreement which is in effect as of the execution of this Guaranty Agreement, is attached to this Guaranty Agreement as Exhibit G.

yy. "State" means the State of Colorado.

zz. "Termination for Convenience" means the exercise by the Secretary of the government's right, if any, to terminate the Contract Documents for the convenience of the government in accordance with the terms and conditions of the Contract Documents.

2. Interpretation. The words "hereof," "herein," and other words of similar import refer to this Guaranty Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. References to sections, subsections, and provisions are to the applicable sections, subsections and provisions of this Guaranty Agreement as originally executed. The headings of this Guaranty Agreement are for convenience only and shall not define or limit its provisions.

3. Representations by the Secretary. The Secretary represents and warrants that as of the date of this Agreement:

a. This Guaranty Agreement is a valid and binding obligation of the United States of America, the making and performance of which by the Secretary has been duly authorized by all necessary action. Neither the consummation of the transactions contemplated by, nor the fulfillment of or compliance with the terms and conditions of, this Guaranty Agreement by the Secretary conflicts with, results in a breach of, or is a default under, in any material respect, any of the terms, conditions or provisions of any legal restriction or any instrument to which the Secretary is now a party or by which the Secretary is bound, or constitutes a violation of any law regulating the affairs of the Secretary.

b. All amounts, if any, which are necessary for the Secretary to fulfill its obligations under this Guaranty Agreement have been appropriated and/or otherwise legally obligated. The Secretary has the authority under Section 2873 of the Act and the Federal Credit Reform Act of 1990 to pay all amounts which may become due from the Secretary under this Guaranty Agreement. Guaranty payments which become due under this Guaranty Agreement are full faith and credit obligations of the United States of America. Monthly Shortfall Payments may be made under this Guaranty Agreement only after Congress has authorized the Secretary to make payments to the Guaranteed Lender which are in addition to the Guaranty Payment and in aggregate amounts in excess of the Outstanding Principal Balance of the Guaranteed Loan.

4. Representations by the Guaranteed Lender. The Guaranteed Lender represents and warrants that as of the date of this Guaranty Agreement:

a. It:

i. is a _____, duly organized and validly existing under the laws of the State of _____ and is legally authorized to carry on its business and is qualified to do business in the State;

ii. is in good standing with all applicable Federal, state and/or local regulating bodies, if any;

iii. is not debarred or suspended from participation in Government contracts or delinquent on a Government debt; and

iv. is not debarred or suspended from participation in the lending programs of, or under active investigation by, the Department of Housing and Urban Development, Government National Mortgage Association, Fannie Mae, Freddie Mac, Federal Housing Finance Board, the Comptroller of the Currency, Federal Deposit Insurance Corporation, Office of Thrift Supervision, or similar state agencies.

b. It:

i. is an approved multifamily lender and in good standing under the programs of the Department of Housing and Urban Development, Fannie Mae, Freddie Mac, or Federal Housing Finance Board, and has submitted to the Secretary written evidence of such approval and good standing;

ii. is a lending institution regulated by the applicable state or Federal financial regulatory authority with deposits insured by an agency of the United States of America; or

iii. has otherwise been approved in writing by the Secretary and/or the Department of Defense for participation in guaranteed loan programs administered by the Secretary.

c. In furtherance of Office of Management and Budget (OMB) Circular A-129 and the Debt Collection Improvement Act of 1996:

i. It has collected a tax identification number from the Borrower and all principals of the Borrower (as such term has been defined by the Secretary or the Department of Defense for purposes of the Debt Collection Improvement Act of 1996) and has notified such

parties that their tax identification number will be used by the Guaranteed Lender and the government to determine whether such parties are delinquent or in default on any Federal debt and to report on Delinquent Debt.

ii. In agreeing to make the Guaranteed Loan, the Guaranteed Lender has determined that the neither the Borrower nor its principals owe Delinquent Debt to the federal government and/or that any such delinquency has been satisfactorily resolved according to the federal agency responsible for administering such Delinquent Debt.

iii. It has reported the extension of credit to the Borrower in the form of the Guaranteed Loan (or will promptly report the same if the Guaranteed Loan has not been funded as of the date of this Guaranty Agreement) to national credit reporting bureaus, Dun & Bradstreet and the CAIVRS system maintained by the Department of Housing and Urban Development.

iv. It determined as part of its underwriting process for the Guaranteed Loan whether the Borrower is creditworthy and has a reasonable likelihood of repaying the Guaranteed Loan. The process for making such a determination included, at a minimum, obtaining and evaluating credit reports from credit agencies, obtaining and evaluating appraisal reports when necessary, and determining that debt service coverage for the Guaranteed Loan satisfied commercially reasonable lending standards.

d. The information, representations, warranties and certifications set forth in, and all information provided in connection with, the Guaranteed Lender Application submitted by the Guaranteed Lender to the Secretary remain true and correct.

e. This Guaranty Agreement is a valid and binding obligation of the Guaranteed Lender, the making and performance of which by the Guaranteed Lender have been duly authorized by all necessary action. Neither the consummation of the transactions contemplated by, nor the fulfillment of or compliance with the terms and conditions of, this Guaranty Agreement by the Guaranteed Lender conflicts with, results in a breach of, or is a default under, in any material respect, any of the terms, conditions or provisions of any legal restriction or any instrument to which the Guaranteed Lender is now a party or by which the Guaranteed Lender is bound, or constitutes a violation of any law, administrative regulation, court order or consent decree regulating the affairs of the Guaranteed Lender or to which the Guaranteed Lender is subject.

f. The Guaranteed Lender has delivered to the Secretary complete and accurate copies of all the Guaranteed Loan Documents described in Exhibit E. The Guaranteed Loan Documents so delivered: (i) are all of the documents executed by the Guaranteed Lender

and Borrower in connection with the Guaranteed Loan, (ii) have not been amended or modified, and (iii) constitute the entire understanding between the Guaranteed Lender and the Borrower with respect to the Guaranteed Loan.

5. Guaranty Threshold Event Notice and Eligible Personnel Reduction Notice.

a. Subject to the limitations set forth below in this Section 5, the Secretary agrees that it shall deliver to the Guaranteed Lender and the Borrower:

i. a Guaranty Threshold Event Notice promptly following the commencement (or occurrence, as applicable) of a Guaranty Threshold Event; and

ii. an Eligible Personnel Reduction Notice promptly following a determination by the Secretary that there has been a reduction of at least 40% in the number of Eligible Personnel.

b. For all purposes under this Guaranty Agreement, a reduction in Eligible Personnel shall be measured from the number of Eligible Personnel as of the Contract Award Date.

c. Subject to national security considerations, each Guaranty Threshold Event Notice and Eligible Personnel Reduction Notice shall contain the following information, as applicable:

i. The type of Guaranty Threshold Event involved;

ii. The date on which the Base Closure, Deployment and/or Downsizing commenced (or occurred, as applicable) and the Secretary's good faith estimate of the date by which the Guaranty Threshold Event is anticipated to conclude; and

iii. The approximate number of military personnel or Eligible Personnel directly involved in the Guaranty Threshold Event.

d. The Guaranteed Lender acknowledges and agrees that the Secretary shall have the right to withhold any and all information with respect to a Guaranty Threshold Event, to delay the provision of or to forgo the provision entirely of, a Guaranty Threshold Event Notice and/or Eligible Personnel Reduction Notice and/or to take such other action as the Secretary in the exercise of its absolute and sole discretion shall deem necessary or appropriate based upon national security considerations. In any event, the right of the Guaranteed Lender to receive any payments due from the Secretary under this Guaranty Agreement shall in no way be lessened,

modified or otherwise adversely affected by the Secretary's delay in delivering or the Secretary's failure to deliver a Guaranty Threshold Event Notice or Eligible Personnel Reduction Notice as permitted under this subsection.

e. The Guaranteed Lender may request in writing that the Secretary provide a Guaranty Threshold Event Notice and/or Eligible Personnel Reduction Notice following a Mortgage Payment Default and not more than once per calendar quarter if there has not been a Mortgage Payment Default. The Secretary shall provide within 20 days of the Guaranteed Lender's request the requested notice or deny the request if the conditions necessary to issue the notice do not exist at the time of the request. The denial by the Secretary of such request shall in no way affect the Guaranteed Lender's rights or the Secretary's obligations under this Guaranty Agreement.

6. Notice of Mortgage Payment Default.

a. Upon the occurrence of a Mortgage Payment Default, the Guaranteed Lender shall, no later than ten Business Days after the related Mortgage Payment Default Date, deliver, by facsimile transmission, immediately confirmed by overnight delivery service, a Lender Deficiency Notice and Certification (substantially in the form set forth in attached Exhibit B) to the Secretary, and provide a copy to the Borrower.

b. A Lender Deficiency Notice and Certification shall be delivered with respect to all Mortgage Payment Defaults which occur during the term of this Guaranty Agreement irrespective of whether or not a Guaranty Threshold Event has occurred or is continuing.

7. Increased Monitoring of Project. At any time during the term of the Guaranteed Loan, the Secretary shall have the right in its sole discretion to commence (or to direct its agent to commence) increased monitoring and reporting on the management, operations, monthly cash flow and debt service payments of the Borrower and the Project. The Guaranteed Lender agrees to cooperate in good faith with the Secretary in its conduct of such increased monitoring by promptly providing the Secretary with such reports, documentation and other information as shall be requested by the Secretary.

8. Notice of Election to Assign Guaranteed Loan.

a. If a Mortgage Payment Default has occurred and is continuing and the Guaranteed Lender has a good faith belief that a Guaranty Threshold Event has commenced and there has been a 40% reduction in Eligible Personnel, then within 30 days after the Mortgage Payment Default Date, the Guaranteed Lender, if it desires to assign the Guaranteed Loan, shall notify the Secretary of its intention to assign the Guaranteed Loan by providing the Secretary with a Guaranteed Loan Assignment Notice. To the extent required under Section 10, the Guaranteed

Lender shall also deliver (or cause the Borrower to deliver) to the Secretary any additional information or materials which the Guaranteed Lender believes demonstrates that the Mortgage Payment Default was caused by the applicable Guaranty Threshold Event.

b. The Guaranteed Lender shall have the right to accelerate the Guaranteed Note and to commence the exercise of default and foreclosure rights under the Guaranteed Loan Documents without the prior written consent of the Secretary, provided that, from and after the occurrence of a Mortgage Payment Default with respect to which the Guaranteed Lender has made a claim for payment pursuant to this Guaranty Agreement, the exercise of such default rights or foreclosure may not be concluded following the election of the Guaranteed Lender to assign the Guaranteed Loan to the Secretary, until the earlier of:

i. the 60th day after the delivery of a Guaranteed Loan Assignment Notice; or

ii. the date on which the Guaranteed Lender receives a notice from the Secretary in accordance with Section 11 either denying the assignment of the Guaranteed Loan or providing evidence which the Secretary determines to rebut the presumption of the Guaranteed Lender's right to receive a Guaranty Payment.

9. Conditions Precedent to a Guaranty Payment and Monthly Shortfall Payments. The Secretary shall not make a Guaranty Payment or Monthly Shortfall Payment to the Guaranteed Lender, unless all of the following conditions have been satisfied:

a. A Guaranty Threshold Event has occurred;

b. A Mortgage Payment Default has occurred and is continuing at the time of the Guaranteed Loan Assignment Date;

c. As of the Mortgage Payment Default Date, Project Net Operating Income was insufficient to make all Required Mortgage Payments then due;

d. The Guaranteed Lender has delivered a Guaranteed Loan Assignment Notice evidencing its election to assign the Guaranteed Loan;

e. The Guaranteed Lender has delivered to the Secretary all reports, accountings, and other information with respect to the subject Mortgage Payment Default necessary to satisfy subparagraphs b and c above in this Section 9 and such other information as is reasonably requested by the Secretary; and

f. The Secretary has determined that the subject Mortgage Payment Default was caused by the applicable Guaranty Threshold Event in accordance with Section 10.

10. Demonstrating the Cause of Mortgage Payment Default. This Section 10 shall govern whether a Mortgage Payment Default for which the Guaranteed Lender has filed a Guaranteed Loan Assignment Notice was caused by the applicable Guaranty Threshold Event.

a. Base Closure. In the case of a Mortgage Payment Default which occurs following a Base Closure, there will be an irrebuttable presumption that the Mortgage Payment Default is caused by the Base Closure. In the case of a Mortgage Payment Default which occurs prior to a Base Closure and is continuing after the Base Closure, the Guaranteed Lender must demonstrate to the reasonable satisfaction of the Secretary that, at the time of requesting payment under this Guaranty Agreement:

i. the Guaranteed Lender is taking and had previously taken such action as would be taken by a prudent institutional commercial mortgage lender (with Borrower cooperation or adverse to Borrower) to enforce the payment obligations of the Borrower under the Guaranteed Loan with respect to the Mortgage Payment Default and

ii. Base Closure has made it infeasible for the Project to achieve Project Net Operating Income sufficient to enable the Mortgage Payment Default to be fully cured and debt service on the Guaranteed Loan to be paid regularly on a current basis.

b. Downsizing. The following criteria will be used in determining whether the Mortgage Payment Default was caused by the Downsizing:

i. **Mortgage Payment Default Occurring Following Downsizing and Reduction in Eligible Personnel of at least 40% and less than 60%.** In the case of a Mortgage Payment Default which occurs following a Downsizing that results in a reduction of Eligible Personnel of at least 40% but less than 60%, the Mortgage Payment Default shall have been demonstrated without any additional showing to have been caused by the Downsizing if:

(1) At the time of the Mortgage Payment Default, the occupancy level of the Project was less than Breakeven Occupancy;

(2) The Project has been consistently maintained in accordance with the terms and conditions of the Contract;

(3) The Borrower has not prevented any Qualified Personnel who are referred to the Project by the Installation's base housing office, or who otherwise apply for a housing unit in the Project, from renting a vacant housing unit in the Project; and

(4) During the six month period immediately preceding such Mortgage Payment Default, the Installation's base housing office referred, in accordance with the Contract, Qualified Personnel to the Project as potential tenants at a rate less than 1.5 times the total number of vacant housing units in the Project during such six month period.

If the conditions (1) through (4) set forth above in this Section 10.b.i. have not been met, the Secretary will take into account the following additional factors, together with such other information as the Secretary deems useful, in making the determination of whether the Mortgage Payment Default was caused by the Downsizing:

(a) Whether there has been an insufficient stream of referrals to the Project by the Installation's base housing office, such that the Project cannot be fully occupied by referred Eligible Personnel;

(b) Whether the Project was generally in sound physical condition, with no recent deterioration;

(c) Whether there has been any change in the mix of Eligible Personnel referred to or occupying the Project which adversely affects income to the Project;

(d) Whether the Borrower has made reasonable efforts, to the extent permitted under the Contract, to rent units to non-military personnel; and

(e) Whether there has been a consistent history of high occupancy, satisfactory maintenance and profitability prior to commencement of the Downsizing, combined with no material change in property management or condition; and

(f) The actual departure of tenant households from the Project during the Downsizing.

ii. **Mortgage Payment Default Occurring Following Downsizing and Reduction in Eligible Personnel of at least 60%.** In the case of a Mortgage Payment Default which occurs following a Downsizing that results in a reduction of Eligible Personnel of at least 60%, there will be a rebuttable presumption that the Mortgage Payment Default is caused by the Downsizing. The Secretary can rebut this presumption by demonstrating all of the following:

(1) At the time of the Mortgage Payment Default, the Project's occupancy met or exceeded Breakeven Occupancy.

(2) The Project has not been consistently maintained in accordance with the terms and conditions of the Contract.

(3) The Borrower has prevented Qualified Personnel who are referred to the Project by the Installation's base housing office, or who otherwise apply for a housing unit in the Project, from renting a vacant housing unit in the Project.

(4) During the six month period immediately preceding the Mortgage Payment Default, the Installation's base housing office referred, in accordance with the Contract, Qualified Personnel to the Project as potential tenants at a rate equal to or greater than 1.5 times the total number of vacant housing units in the Project during such six month period.

iii. **Mortgage Payment Default Occurring Prior to Downsizing.** In the case of a Mortgage Payment Default which occurs following the commencement of a Downsizing, but before there has been a reduction in Eligible Personnel of at least 40%, and which remains uncured at the time of a reduction of Eligible Personnel of at least 40%, the Guaranteed Lender shall be permitted to request payment of the Guaranty Payment but only after the occurrence of such 40% reduction in Eligible Personnel. In such event, the Guaranteed Lender must demonstrate to the reasonable satisfaction of the Secretary that the Mortgage Payment Default was caused by the Downsizing and the Secretary will take into account the following factors, together with such other information as the Secretary deems useful, in making its determination:

(a) Whether at the time of the Mortgage Payment Default there has been an insufficient stream of referrals to the Project by the Installation's base housing office, such that the Project cannot be fully occupied by referred Eligible Personnel;

(b) Whether at the time of the Mortgage Payment Default the Project was generally in sound physical condition, with no recent deterioration;

(c) Whether at the time of the Mortgage Payment Default there has been any change in the mix of Eligible Personnel referred to or occupying the Project which adversely affects income to the Project;

(d) Whether at the time of the Mortgage Payment Default the Borrower has made reasonable efforts, to the extent permitted under the Contract, to rent units to non-military personnel;

(e) Whether at the time of the Mortgage Payment Default there has been a consistent history of high occupancy, satisfactory maintenance and profitability prior to commencement of the Downsizing, combined with no material change in property management or condition; and

(f) The actual departure of tenant households from the Project during the Downsizing.

Notwithstanding this Section 10.b.iii., under no circumstances shall the Guaranteed Lender be entitled to receive a Guaranty Payment in connection with a Mortgage Payment Default that occurs prior to the commencement of a Downsizing regardless of whether such Mortgage Payment Default is continuing at a time when there has been a reduction in Eligible Personnel of at least 40%.

c. Deployment. The following criteria will be used in determining whether the Mortgage Payment Default was caused by the Deployment:

i. Mortgage Payment Default Occurring Following Deployment and Reduction in Eligible Personnel of at least 40% and less than 60%. In the case of a Mortgage Payment Default which occurs following a Deployment that results in a reduction of Eligible Personnel of at least 40% but less than 60%, the Mortgage Payment Default shall have been demonstrated without any additional showing to be caused by the Deployment if:

(1) The Deployment has lasted or is reasonably expected to last at least 150 days;

(2) At the time of the Mortgage Payment Default, the occupancy level of the Project was less than Breakeven Occupancy;

(3) The Project has been consistently maintained in accordance with the terms and conditions of the Contract;

(4) The Borrower has not prevented any Qualified Personnel who are referred to the Project by the Installation's base housing office, or who otherwise apply for a housing unit in the Project, from renting a vacant housing unit in the Project; and

(5) During the six month period immediately preceding such Mortgage Payment Default, the Installation's base housing office referred, in accordance with the Contract, Qualified Personnel to the Project as potential tenants at a rate less than 1.5 times the total number of vacant housing units in the Project during such six month period.

If the conditions (1) through (5) set forth above in this Section 10.c.i have not been satisfied, the Secretary will take into account the following additional factors, together with such other information as the Secretary deems useful, in making the determination of whether the Mortgage Payment Default was caused by the Deployment:

(a) Whether there has been an insufficient stream of referrals to the Project by the Installation's base housing office, such that the Project cannot be fully occupied by referred Eligible Personnel;

(b) Whether the Project was generally in sound physical condition, with no recent deterioration;

(c) Whether there has been any change in the mix of Eligible Personnel referred to or occupying the Project which adversely affects income to the Project;

(d) Whether there has been a consistent history of high occupancy, satisfactory maintenance and profitability prior to commencement of the Deployment, combined with no material change in property management or condition;

(e) The duration of the period of Deployment;

(f) The actual departure of tenant households from the Project during the Deployment; and

(g) The Installation's policies towards the renting of housing units in the Project previously occupied by families whose military sponsor is temporarily deployed.

ii. **Mortgage Payment Default Occurring Following Deployment and Reduction in Eligible Personnel of at least 60%.** In the case of a Mortgage Payment Default which occurs following a Deployment that results in a reduction of Eligible Personnel of at least 60%, there will be a rebuttable presumption that the Mortgage Payment Default is caused by the Deployment. The Secretary can rebut this presumption by demonstrating all of the following:

(1) At the time of the Mortgage Payment Default, the Project's occupancy met or exceeded Breakeven Occupancy;

(2) The Project has not been consistently maintained in accordance with the terms and conditions of the Contract.

(3) The Borrower has prevented Qualified Personnel who are referred to the Project by the Installation's base housing office, or who otherwise apply for a housing unit in the Project, from renting a vacant housing unit in the Project.

(4) During the six month period immediately preceding the Mortgage Payment Default, the Installation's base housing office had referred Qualified Personnel to the Project as potential tenants at a rate equal to or greater than 1.5 times the total number of vacant housing units in the Project during such six month period.

iii. **Mortgage Payment Default Occurring Prior to Deployment.** In the case of a Mortgage Payment Default which occurs following the commencement of a Deployment, but before there has been a reduction in Eligible Personnel of at least 40%, and which remains uncured at the time of a reduction of Eligible Personnel of at least 40%, the Guaranteed Lender shall be permitted to request payment of the Guaranty Payment but only after the occurrence of such 40% reduction in Eligible Personnel. In such event, the Guaranteed Lender must demonstrate to the reasonable satisfaction of the Secretary that the Mortgage Payment Default was caused by the Deployment and the Secretary will take into account the following factors, together with such other information as the Secretary deems useful, in making its determination:

(a) Whether at the time of the Mortgage Payment Default there has been an insufficient stream of referrals to the Project by the Installation's base housing office, such that the Project cannot be fully occupied by referred Eligible Personnel;

(b) Whether at the time of the Mortgage Payment Default the Project was generally in sound physical condition, with no recent deterioration;

(c) Whether at the time of the Mortgage Payment Default there has been any change in the mix of Eligible Personnel referred to or occupying the Project which adversely affects income to the Project;

(d) Whether at the time of the Mortgage Payment Default the Borrower has made reasonable efforts, to the extent permitted under the Contract, to rent units to non-military personnel; and

(e) Whether at the time of the Mortgage Payment Default there has been a consistent history of high occupancy, satisfactory maintenance and profitability prior to commencement of the Downsizing, combined with no material change in property management or condition.

(f) The duration of the period of Deployment;

(g) The actual departure of tenant households from the Project during the Deployment; and

(h) The Installation's policies towards the renting of housing units in the Project previously occupied by families whose military sponsor is temporarily deployed.

Notwithstanding this Section 10.c.iii., under no circumstances shall the Guaranteed Lender be entitled to receive a Guaranty Payment in connection with a Mortgage Payment Default that occurs prior to the commencement of a Deployment regardless of whether such Mortgage Payment Default is continuing at a time when there has been a reduction in Eligible Personnel of at least 40%.

d. Effect of Adverse Determination; Factors Not Considered in Making Determination of the Cause of the Mortgage Payment Default. A determination by the Secretary that a particular Mortgage Payment Default was not caused by the applicable Guaranty Threshold Event and the Secretary's denial of a claim for a Guaranty Payment under this Guaranty Agreement shall not preclude the Guaranteed Lender from subsequently making a claim with respect to the same Mortgage Payment Default for a Guaranty Payment if circumstances affecting the Project change. The adequacy of the Borrower's efforts to rent housing units in the Project to tenants other than Eligible Personnel may not be taken into account by the Secretary for purposes of determining whether a Mortgage Payment Default was caused by a Guaranty Threshold Event, except:

- i. to the extent that potential military tenants who are not Eligible Personnel are referred to the Project by the Installation's base housing office, or
- ii. as provided in Section 10b.ii.(d).

e. Providing Information Regarding Mortgage Payment Defaults; Uncooperative Borrower The information necessary to demonstrate whether a Mortgage Payment Default was caused by the applicable Guaranty Threshold Event may be provided by the Guaranteed Lender and/or the Borrower. Moreover, the Borrower agrees to cooperate in good faith to assist the Guaranteed Lender in demonstrating the cause of a Mortgage Payment Default. In the event that the Borrower shall fail to provide, upon request of the Guaranteed Lender or the Secretary, information required in order to enable the Secretary to determine whether a Mortgage Payment Default was caused by the applicable Guaranty Threshold Event, the Guaranteed Lender shall have the right to declare the Borrower in default under the Guaranteed Loan Documents for failing to provide the requested information.

11. Secretary's Notice of Its Determination of the Cause of a Mortgage Payment Default.

a. Provided that the Secretary has timely received the Lender's Deficiency Notice and Certification, the Guaranteed Loan Assignment Notice and any additional information required in accordance with Section 10, within 60 days of the Secretary's receipt of the Guaranteed Loan Assignment Notice the Secretary shall

i. notify the Guaranteed Lender whether the Guaranteed Lender has demonstrated that a Mortgage Payment Default was caused by the applicable Guaranty Threshold Event;

ii. notify the Guaranteed Lender of the Guaranteed Loan Assignment Date, if applicable; or

iii. provide evidence to the Guaranteed Lender which the Secretary determines to rebut the presumption of the Guaranteed Lender's right to receive a Guaranty Payment.

b. Subject to the Secretary's right and option to defer the assignment of the Guaranteed Loan as provided in Section 13, if the Guaranteed Lender is entitled, pursuant to Section 10, to receive the Guaranty Payment, the Secretary shall notify the Guaranteed Lender of the Guaranteed Loan Assignment Date. If the Secretary has received the Lender's Deficiency Notice and Certification within ten Business Days after the Mortgage Payment Default Date, the Guaranteed Loan Assignment Notice within 30 days of the Mortgage Payment Default Date, and any additional information required in accordance with Section 10 within the applicable time period, the Guaranteed Loan Assignment Date shall not be more than 120 days following the applicable Mortgage Payment Date. On the Guaranteed Loan Assignment Date the Guaranteed Lender shall assign the Guaranteed Loan to the Secretary in accordance with Section 14 and the Secretary shall pay the Guaranty Payment to the Guaranteed Lender in accordance with Section 15.

12. Dispute Resolution Process For Adverse Determination of the Cause of a Mortgage Payment Default. If the Secretary makes a determination that the Mortgage Payment Default was not caused by the applicable Guaranty Threshold Event or provides evidence to the Guaranteed Lender which the Secretary believes rebuts the presumption of the Guaranteed Lender's right to receive a Guaranty Payment:

a. The Guaranteed Lender shall have the right in accordance with the dispute resolution process described in Exhibit C to contest the Secretary's determination that the Mortgage Payment Default was not caused by the applicable Guaranty Threshold Event or evidence which the Secretary believes rebuts the presumption of the Guaranteed Lender's right to receive a Guaranty Payment, exercisable within 60 days of the Guaranteed Lender's receipt of the Secretary's determination or rebuttable evidence, as applicable.

b. The Guaranteed Lender shall have the right in accordance with Section 20 to exercise its rights and remedies against the Borrower and the Project in accordance with the terms and provisions of the Guaranteed Loan Documents. The prosecution or conclusion of foreclosure or such other remedies shall not prevent or diminish the rights of the Guaranteed Lender in pursuing any action or claim against the Secretary under the dispute resolution process.

c. If the Guaranteed Lender shall prevail in its action to overturn the Secretary's determination that the Mortgage Payment Default was not caused by the applicable Guaranty Threshold Event, the Guaranteed Lender's claim, for purposes of the dispute resolution process described in Exhibit C and the Federal Acquisition Regulation may include the following:

i. a Guaranty Payment equal to:

(1) the Outstanding Principal Balance of the Guaranteed Loan;

or

(2) if the Guaranteed Lender has foreclosed under the Guaranteed Mortgage or sold the Guaranteed Loan, a Guaranty Payment equal to the Outstanding Principal Balance of the Guaranteed Loan as of the foreclosure or sale date, as applicable, minus, as applicable:

(a) the net proceeds received by the Guaranteed Lender upon its sale of the Guaranteed Loan;

(b) the net proceeds received by the Guaranteed Lender upon its sale of the Project; or

(c) the Guaranteed Lender's bid price, at foreclosure;

and

ii. other damages sustained by the Guaranteed Lender as a consequence of the Secretary's initial determination, including damages anticipated to be sustained during the Guaranty Payment Resolution Period; provided that such costs shall in no event include punitive or consequential damages.

13. Secretary's Right and Option to Defer Assignment of the Guaranteed Loan.

a. Upon a determination that the Guaranteed Lender is entitled to receive a Guaranty Payment, the Secretary shall have the right, in its sole option, to defer the assignment of the Guaranteed Loan for a period of up to 24 months by agreeing to make monthly payments to the Guaranteed Lender in an amount equal to the Monthly Shortfall Payment; provided that Congress has authorized the Secretary to make payments to the Guaranteed Lender which are in addition to the Guaranty Payment and in aggregate amounts in excess of the Outstanding Principal Balance of the Guaranteed Loan. Except to the extent that they are applied to principal in accordance with this Section and, therefore, reduce the Outstanding Principal Balance of the Guaranteed Loan, Monthly Shortfall Payments shall not result in any reduction in the Guaranty Payment that would be payable upon any subsequent assignment of the Guaranteed Loan to the Secretary.

b. In order to exercise its option to defer assignment of the Guaranteed Loan, the Secretary shall provide to the Guaranteed Lender a notice of its election to so defer assignment which states the MSP Period; provided, however, that upon 60 days notice to the Guaranteed Lender, the Secretary may extend the MSP Period for such additional period as shall be specified in said notice; provided, further, that the MSP Period, as so extended, may not exceed 24 months. The Monthly Shortfall Payment due with respect to the initial Mortgage Payment Default shall be paid by the Secretary to the Guaranteed Lender within 120 days of the initial Mortgage Payment Default. With respect to any Mortgage Payment Default which occurs after the same Guaranty Threshold Event and subsequent to the making of the initial Monthly Shortfall Payment, the Secretary shall pay the Monthly Shortfall Payment within five Business Days of its receipt of the Lender's Deficiency Notice and Certification.

c. The Guaranteed Lender shall promptly apply a Monthly Shortfall Payment against the Principal Component and Interest Component (as set forth on the Mortgage Payment Schedule), required tax and insurance escrows, and, if applicable, against any advances made by the Guaranteed Lender and approved by the Secretary. In no event shall the Secretary be responsible for, or shall any Monthly Shortfall Payment be applied against, any other amounts due under the Guaranteed Loan, for late fees, attorney's fees, or any prepayment premium or other prepayment charge, the Guaranteed Lender agreeing that any such amounts shall be obligations of the Borrower only.

d. If for any month after the commencement of the MSP Period, the Guaranteed Lender shall receive the Required Monthly Payment, the Secretary shall have no obligation to make a Monthly Shortfall Payment with respect to such month.

e. The Guaranteed Lender shall have the right to initiate and prosecute any action to enforce the Guaranteed Note or to exercise default and foreclosure rights under the Guaranteed Loan Documents without the prior written consent of the Secretary, except that any final action to take or transfer title to the Project shall not conclude for as long as the Guaranteed Lender is receiving Monthly Shortfall Payments in accordance with this Section. Notwithstanding the foregoing sentence, the Guaranteed Lender shall retain the rights set forth in Section 20 with respect to defaults which are not the subject of the Monthly Shortfall Payments.

f. If at the conclusion of any MSP Period there shall still exist a Monetary Payment Default, the Guaranteed Lender shall have the option to assign the Guaranteed Loan to the Secretary. If the Guaranteed Lender elects to so assign the Guaranteed Loan, the Guaranteed Lender must so notify the Secretary within ten Business Days of the end of such MSP Period. In such event, the Guaranteed Lender shall assign the Guaranteed Loan to the Secretary in accordance with Section 14 of this Guaranty Agreement and the Secretary shall make a Guaranty Payment in a sum equal to the Outstanding Principal Balance of the Guaranteed Loan within 30 days of such election to assign by the Guaranteed Lender.

g. In all instances, the Guaranteed Lender's right to assign the Guaranteed Loan to the Secretary shall be limited by the Secretary's right to defer assignment for a period of 24 months as provided in this Section.

14. Guaranteed Lender's Assignment of Guaranteed Loan to the Secretary.

- a. On the Guaranteed Loan Assignment Date, the Guaranteed Lender shall:
- i. assign all Guaranteed Loan Documents to the Secretary;
 - ii. endorse the Guaranteed Note to or at the direction of the Secretary;
 - iii. deliver to the Secretary any documents in the Guaranteed Lender's possession relating to the Guaranteed Loan;
 - iv. transfer the amount, if any, remaining in escrows maintained under the Guaranteed Loan for the payment of real estate taxes, assessments or other charges, and insurance premiums;
 - v. transfer the amount, if any, remaining in any replacement reserve maintained under the Guaranteed Loan for capital replacements or improvements, or other escrows maintained under the Guaranteed Loan; and
 - vi. execute, deliver and record or file all other documents or instruments as are necessary to make such assignment effective.
- b. Such assignments by Guaranteed Lender to the Secretary shall be free and clear from any pledge, security interest or claim of third parties, in form and substance reasonably satisfactory to the Secretary, and shall include evidence of recordation of such assignment and evidence as to status of title to the Project (including without limitation an endorsement to the Guaranteed Lender's title insurance policy) as shall be reasonably satisfactory to the Secretary. The procedures and requirements set forth in this Section shall apply to any assignments of the Guaranteed Loan to the Secretary by the Guaranteed Lender. If requested by the Secretary or the Guaranteed Lender, an escrow shall be used to facilitate assignment of the Guaranteed Loan and the making of the Guaranty Payment.

15. Payment of Guaranty Payment and Monthly Shortfall Payments.

- a. The Guaranty Payment and any Monthly Shortfall Payments to the Guaranteed Lender shall be made by wire transfer to the address specified in Section 36.

b. On the Guaranteed Loan Assignment Date, 95% of the Guaranty Payment shall be paid to the Guaranteed Lender and the remaining 5% of the Guaranty Payment shall be paid on the date which is 180 days after the Guaranteed Loan Assignment Date. The Secretary shall have the right within 150 days of the Guaranteed Loan Assignment Date to perform an audit of the Guaranteed Lender's records with respect to the Guaranteed Loan. If based on such audit it is determined by the Secretary that the proposed Guaranty Payment exceeds the amount which should be paid, the Secretary shall on or before 150 days of the Guaranteed Loan Assignment Date notify the Guaranteed Lender of such determination, and the Guaranteed Lender shall have the right in accordance with the dispute resolution process described in Exhibit C to contest the Secretary's determination exercisable within 30 days of the Guaranteed Lender's receipt of the Secretary's determination. Pending resolution of any such dispute, the Secretary shall remit to the Guaranteed Lender that portion, if any, of the remaining 5% of the Guaranty Payment which the Secretary has determined should be paid to the Guaranteed Lender.

c. The Secretary shall have to right to offset from the Guaranty Payment a sum equal to any unpaid amounts which are owed by the Guaranteed Lender to the Secretary and any Project funds under the control of the Guaranteed Lender, including without limitation, any reserve for replacements, which the Guaranteed Lender has applied in violation of Section 27 or the Contract Documents. In addition, the following specific items may also be deducted by the Secretary from the Guaranty Payment:

i. the amount necessary to pay unpaid real estate taxes, or other assessments or charges, that have resulted in creation of a lien which is superior to the lien of the Guaranteed Mortgage; provided, however, that the amount necessary to discharge such lien(s) shall not be deducted from the Guaranty Payment if:

(1) Project income, including amounts in the tax escrow, has been applied to pay real estate taxes and other assessments or charges in accordance with Section 27; and

(2) the unpaid taxes relate to the period following the Mortgage Payment Default in the case of a Deployment or Downsizing, or following Base Closure, as applicable.

ii. the insurance premiums necessary to purchase the insurance coverage required under the Guaranteed Loan Documents; provided, however, that the amount of such insurance premiums shall not be deducted from the Guaranty Payment if:

(1) Project income, including amounts in the insurance escrow, has been applied to purchase insurance in accordance with Section 27; and

(2) the unpaid insurance premiums relate to the period following the Mortgage Payment Default in the case of a Deployment or Downsizing, or following Base Closure, as applicable.

16. Termination For Convenience. The Secretary agrees that it shall deliver to the Guaranteed Lender promptly following its delivery to the Borrower, a copy of any notice of the Secretary's intent to effect a Termination For Convenience of the Contract Documents. Within 30 days after the effective date of a Termination For Convenience (as such date is set forth in the Secretary's notice of Termination For Convenience), the Guaranteed Loan shall be assigned to the Secretary in accordance with Section 14 of this Guaranty Agreement and the Secretary shall make a Guaranty Payment to the Guaranteed Lender in accordance with Section 15 of this Guaranty Agreement.

17. Reimbursement of Excess Payments.

a. In no event shall the Guaranty Payment paid by the Secretary to the Guaranteed Lender under this Guaranty Agreement (excluding Monthly Shortfall Payments, or amounts under Section 12.c.ii, if any, paid by the Secretary to the Guaranteed Lender) ever exceed the then Outstanding Principal Balance of the Guaranteed Loan, or a Monthly Shortfall Payment exceed the amount set forth in Section 13 for the applicable month.

b. If within 90 days after the end of a MSP Period, (during which 90 day period the Secretary shall have the right to perform an audit of the Guaranteed Lender's records with respect to the Guaranteed Loan), it is determined by the Secretary or the Guaranteed Lender that the amount received by the Guaranteed Lender with respect to any Monthly Shortfall Payment exceeded the amount determined in accordance with the definition of Monthly Shortfall Payment set forth in Section 1, the Guaranteed Lender shall reimburse any excess payment to the Secretary within five Business Days following the Guaranteed Lender's receipt of a demand for reimbursement from the Secretary or the Guaranteed Lender's discovery of such excess payment, as applicable.

c. If the Guaranteed Lender shall have received a Monthly Shortfall Payment or Guaranty Payment from the Secretary and the Guaranteed Lender shall later receive any monies from the Borrower (or any other source) with respect to the applicable Mortgage Payment Default, and the sum of the Monthly Shortfall Payments or Guaranty Payment, as applicable, plus the amount received from (or on behalf of the Borrower) exceeds the total amount then due to the Guaranteed Lender under the Guaranteed Loan, the Guaranteed Lender shall pay to the Secretary on the 91st day following the Guaranteed Lender's receipt of such funds, any and all such excess amounts so received as reimbursement for the Monthly Shortfall Payment or Guaranty Payment paid by the Secretary. During such 91 day period the Guaranteed Lender shall hold the funds in trust for the Secretary in an interest-bearing account which is federally-insured and which is separate and apart from any other fund maintained by the Guaranteed Lender in connection with

the Guaranteed Loan or otherwise. Any and all interest earned on such funds during the 91 day period shall be the property of the Secretary and shall be remitted to the Secretary by the Guaranteed Lender along with the funds received by the Guaranteed Lender from or on behalf of the Borrower unless the Guaranteed Lender has been ordered to retain or to otherwise dispose of all or part of such funds by a court of competent jurisdiction.

18. Secretary's Right and Option to Purchase the Guaranteed Loan.

a. The Secretary shall have the right and option, in its sole discretion, to purchase the Guaranteed Loan from the Guaranteed Lender at any time following (i) commencement of Monthly Shortfall Payments by the Secretary, or (ii) an uncured default by the Borrower under the Contract Documents.

b. To exercise its option to purchase the Guaranteed Loan, the Secretary shall provide the Guaranteed Lender with an Optional Loan Purchase Notice setting forth the Optional Loan Purchase Date. In no event shall the Optional Loan Purchase Date be less than 30 days or more than 45 days from the date of the Optional Loan Purchase Notice. Once given, an Optional Loan Purchase Notice shall be irrevocable.

c. On the Optional Loan Purchase Date, (i) the Secretary shall pay the Guaranty Payment to the Guaranteed Lender, and (ii) the Guaranteed Lender shall assign the Guaranteed Loan to the Secretary in accordance with Section 14 of this Guaranty Agreement.

19. Guaranteed Lender's Notice and Opportunity to Cure Defaults Under Land Lease and Contract.

a. The Secretary shall, upon providing notice thereof to the Borrower, provide the Guaranteed Lender with any notice of:

- i. a default by the Borrower under the Contract;
- ii. a proposed termination of the Contract or the Borrower's rights thereunder; or
- iii. a matter on which the Secretary may predicate any such termination or assert a default.

b. From and after the receipt of such notice by the Guaranteed Lender, the Guaranteed Lender shall have the same period, after its receipt of such notice, for remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given to the Borrower in such notice, or, as applicable, to commence remedying or

causing to be remedied the defaults or acts or omissions which are the subject matter of such notice; provided that in addition to the cure period, if any, provided to the Borrower by any notice from the Secretary, the Guaranteed Lender shall have an additional period in which to cure such default upon the submission by the Guaranteed Lender to the Secretary of a plan reasonably acceptable to the Secretary for remedying or otherwise addressing the subject defaults; and provided further, that the length of such additional cure period shall be reasonably established based on the nature of and the other circumstances surrounding the subject default. The Secretary shall accept such performance by or at the instigation of the Guaranteed Lender as if the same had been done by Borrower.

c. Nothing in this Section shall be construed to require a Guaranteed Lender to take any action, including without limitation, to continue any foreclosure proceedings after the default which is the subject of the Secretary's notice pursuant to Section 19a has been cured. If the default shall be cured and the Guaranteed Lender shall discontinue such foreclosure proceedings or other actions, the Contract and Land Lease shall continue in full force and effect as if Borrower had not defaulted under the Contract and/or the Land Lease.

d. In case of the imminent or actual termination of the Contract and/or the Land Lease, or the Borrower's rights thereunder, for any reason including, without limitation, in the event of rejection or disaffirmance of the Land Lease and/or Contract pursuant to bankruptcy law or other law affecting creditors' rights, the Secretary shall give prompt notice thereof to the Guaranteed Lender. In the event of such termination notice, subject to the terms and conditions of this Guaranty Agreement, the Guaranteed Lender shall be deemed approved by the Secretary to acquire the operating rights and privileges of Borrower under the Contract and Land Lease pursuant to the exercise by the Guaranteed Lender of any of its rights and remedies under the Guaranteed Loan Documents. Notwithstanding any such final termination of the Contract and/or Land Lease, or the Borrower's rights thereunder, and subject to the rights of the Guaranteed Lender to elect not to assert or exercise any rights thereunder and to permit such documents to be terminated, the Secretary and Guaranteed Lender agree that as between such parties, the Guaranteed Lender shall be deemed to have succeeded, and shall succeed, to the Borrower's operating rights and privileges under the Contract and the Land Lease, and for such purposes, the Contract and the Land Lease shall be deemed to have continued and to have been assumed by the Guaranteed Lender as the new Borrower. The effective date of the assumption by the Guaranteed Lender of the position of Borrower under the Land Lease and the Contract shall be as of the termination date of the rights of the Borrower as Borrower thereunder, and the term of the continued Land Lease and the continued Contract shall be for the remainder of the original term of the Land Lease and the Contract, upon substantially the same terms, covenants, conditions and agreements as are herein contained. Such continuation shall be made on written request by the Guaranteed Lender, made at any time within 30 days after the receipt by the Guaranteed Lender of such termination notice from the Secretary. The Secretary shall within 20 days after the

Secretary's receipt of such request from the Guaranteed Lender continue the Land Lease and the Contract with the Guaranteed Lender and shall enter into any additional documents which may be reasonably required in order to effectuate the intent of this subsection; provided that the Guaranteed Lender shall:

i. contemporaneously with the delivery of its request for the continuation of the Land Lease and the Contract pay to the Secretary all the amounts payable by Borrower under the Land Lease and the Contract which are then due (without regard to any acceleration of amounts for future periods);

ii. pay to the Secretary at the time of the execution and delivery of the continued Land Lease and the continued Contract any and all amounts payable by Borrower under the Land Lease and the Contract to and including the date thereof (without regard to any acceleration of amounts for future periods); and

iii. on or prior to the execution and delivery of the continued Land Lease and the continued Contract, agree in writing that promptly following the delivery of the continued Land Lease and continued Contract, the Guaranteed Lender will perform or cause to be performed all of the other covenants and agreements contained in the Land Lease and the Contract on Borrower's part to be performed to the extent that Borrower shall have failed to perform the same to the date of delivery of the continued Land Lease and Contract.

Nothing herein contained shall be deemed to impose any obligation on the part of the Secretary to deliver physical possession of the Premises (as defined in the Land Lease) to the Guaranteed Lender until such time as the Secretary shall have obtained physical possession thereof.

e. The Land Lease, after continuation with the Guaranteed Lender as successor Borrower, shall have the same priority with respect to the Guaranteed Mortgage and the same priority with respect to any lien, charge or encumbrance on the Premises as did the Land Lease at the termination of the rights of the Borrower as Borrower thereunder; provided, that the continued Land Lease shall also be subject to any lien, charge or encumbrance on the Premises that results from a default by the Borrower which has not been cured at the execution of the continued Land Lease. Subject to the foregoing, the Guaranteed Lender shall have the same right, title and interest in and to the Premises as Borrower had under the Land Lease.

f. The Guaranteed Lender, if it shall succeed to the rights of Borrower as Borrower under the continued Land Lease and the continued Contract, shall be liable to perform only the obligations arising under the continued Land Lease and the continued Contract during its period as Borrower; provided that it shall also have cured or be in the process of curing defaults under the Land Lease and/or the Contract as provided and required herein.

g. After providing notice of the termination of the Borrower's rights under the Land Lease and/or the Contract and during the period contemplated by Section 19d hereof prior to the acceptance of the continued Land Lease and continued Contract by the Guaranteed Lender, the Secretary will not terminate any sublease or the rights of the sublessee thereunder unless such sublessee shall be in default under such sublease and shall have failed to cure the same within the time provided under such sublease.

h. In determining whether the Guaranteed Lender has satisfactorily cured any default by the Borrower under the Contract or the Land Lease, the cure of which is required for the Guaranteed Lender to succeed to the rights of the Borrower as Contractor/Lessor under the Contract and the Land Lease, if a particular default is of a nature which cannot be cured by the payment of money or performance of maintenance, repair, or construction work, together with, in each event, the replacement of the Borrower, such default shall be disregarded for purposes hereof, and, further, any such default shall be deemed to have been cured, as between the Guaranteed Lender and the Secretary, upon the Guaranteed Lender's succession to the Borrower's position as Borrower. The foregoing shall apply, for all purposes of this Guaranty Agreement, including all requirements of this Section 19.

i. The right of the Guaranteed Lender to succeed to the rights and obligations of the Borrower as Borrower under the Contract and Land Lease, including the exercise of the various authorities and rights provided for herein, may be exercised by a wholly-owned subsidiary of the Guaranteed Lender properly and timely identified by the Guaranteed Lender to the Secretary, in lieu of, or together with, the Guaranteed Lender.

j. For so long as the Guaranteed Loan shall be outstanding, the Secretary and the Borrower agree:

i. not to terminate the Contract and/or the Land Lease without the prior written consent of the Guaranteed Lender, except in accordance with the Termination For Convenience and termination for default provisions of such documents, taking into account all applicable cure and succession rights of the Guaranteed Lender; and

ii. that no modification of the Contract Documents or the Guaranteed Loan Documents shall be effective as against the Guaranteed Lender without the prior written consent of the Guaranteed Lender, if and to the extent that any such modification shall materially and adversely affect the interests of the Guaranteed Lender.

20. Defaults Under the Guaranteed Loan Not Triggering Guaranty Payments; Rights and Remedies of Guaranteed Lender.

a. In the event of a payment or other default under the Guaranteed Loan for which the Secretary is not obligated to make a Guaranty Payment, the Guaranteed Lender shall have the right in its sole discretion to exercise any and all rights and remedies which are available to the Guaranteed Lender under the Guaranteed Loan Documents and applicable law, including without limitation appointment of a receiver, foreclosure, and deed-in-lieu of foreclosure.

b. If a Guaranteed Lender shall acquire the Borrower's leasehold interest in the Project or operate the Project as mortgagee-in-possession, the Guaranteed Lender shall be required during such period of ownership or operation to comply with all of the obligations of the Borrower under the Contract Documents.

c. Should the Guaranteed Lender desire to sell or otherwise transfer the Borrower's leasehold interest in the Project and its improvements to a third party, any such proposed purchaser or transferee shall have to be approved as a successor owner by the Secretary in accordance with the approval provisions set forth in the Contract, which approval shall not be unreasonably withheld and shall have to agree to assume all of the obligations of the Borrower under the Contract Documents.

d. Subject to the satisfaction of the following conditions, the Secretary agrees to guarantee a first lien mortgage loan made in connection with the acquisition of the Borrower's leasehold interest in the Project in accordance with this Section:

i. if the proposed loan is to be made by a lender other than the Guaranteed Lender, the proposed lender must be approved by the Secretary in accordance with the Secretary's then applicable guidelines and procedures for guaranteed lenders;

ii. the original principal balance of the proposed loan does not exceed the lesser of the then Outstanding Principal Balance of the Guaranteed Loan and the maximum amount then permitted under applicable law, including the applicable guidelines or regulations with respect to guaranteed loans, as determined by the Secretary;

iii. the terms of the proposed loan are materially consistent with the terms of the Guaranteed Loan or the material terms of the proposed loan must be approved by the Secretary under its then applicable guidelines and procedures;

iv. the Secretary has the authority to guarantee such mortgage loans and/or the Secretary's receipt, if necessary, of any additional legislative authority or appropriations required to guarantee such proposed loan; and

v. the Secretary's agreement to guarantee any such loan to a third party purchaser shall be evidenced by the execution of a guaranty agreement between the Secretary and the maker of such new loan, as the guaranteed lender, on terms which are materially consistent with the terms of this Guaranty Agreement or as permitted under then applicable law.

e. In order to provide the Guaranteed Lender with greater flexibility in exercising its rights and remedies against the Borrower, including foreclosure, while maintaining the first lien and security interest on the Mortgaged Property without interruption, the Guaranteed Lender shall have the right to place the Non-Guaranteed Subordinate Mortgage on the Mortgaged Property in a principal amount not to exceed the original principal amount of the Guaranteed Mortgage. The Guaranteed Lender shall have the right to foreclose on the Non-Guaranteed Subordinate Mortgage and take title to the Mortgaged Property subject to the Guaranteed Mortgage, in the event of a default under the Guaranteed Loan which would also constitute a default under the Non-Guaranteed Subordinate Mortgage. If the Guaranteed Loan is assigned to the Secretary, the Non-Guaranteed Subordinate Mortgage will, at the Secretary's option, be terminated or assigned to the Secretary by the Guaranteed Lender.

21. Amendment of Guaranteed Loan Documents; Effect of Amendment on Guaranty.

a. Following the occurrence of any Mortgage Payment Default which does not result in the Secretary being obligated to make a Guaranty Payment, or prior to the occurrence of any Mortgage Payment Default if the Guaranteed Lender reasonably believes that the action may prevent a Mortgage Payment Default from occurring, the Guaranteed Lender and Borrower may enter into one or more agreements, including modification of the Guaranteed Loan Documents, which result in the forbearance of payment, the forgiveness of principal, a decrease in the interest rate which accrues under the Guaranteed Loan, the capitalization of accrued and unpaid interest to be paid in a balloon at maturity, or such other workouts, amendments or modifications as agreed by the Guaranteed Lender and Borrower. Unless otherwise approved by the Secretary, however, no period of forbearance (whether pursuant to a formal or informal, written or verbal, agreement or understanding between the Borrower and Guaranteed Lender) shall exceed 24 months without the execution of a modification of the payment terms of the Guaranteed Loan and in no event shall the term of the Guaranteed Loan be extended beyond the original maturity date, or may the monthly principal and interest payments or the interest rate due under the Guaranteed Loan be increased without the Secretary's prior written consent. Within ten Business Days of their execution, the Guaranteed Lender shall deliver to the Secretary, copies of any such forbearance, workout, amendment or modification agreements, whether or not such documents or agreements require the prior approval of the Secretary under this Section 21.

b. If the execution of any forbearance, workout, amendment or modification agreement results in a reduction, or an acceleration in the amortization, of the principal balance of the Guaranteed Note and the Secretary thereafter becomes obligated to make a Guaranty Payment

to the Guaranteed Lender, the amount of such Guaranty Payment shall reflect such reduction in the principal balance or acceleration in amortization. In addition to delivering copies of the modification documents, the Guaranteed Lender also shall prepare and deliver to the Secretary, a proposed Exhibit D setting forth the adjusted Principal Component, the Interest Component and Required Mortgage Payment resulting from such principal prepayment or modification. Upon receipt by the Guaranteed Lender of the written consent of the Secretary to such proposed Exhibit D, the Guaranty Agreement shall be amended by substituting such new Exhibit D for the then existing Exhibit D.

c. Notwithstanding the execution of any agreement, forbearance, workout, amendment or modification which increases the principal balance of the Guaranteed Loan, capitalizes accrued and unpaid interest to be paid in a balloon at maturity or otherwise results in a slower amortization of principal, if the Secretary thereafter becomes obligated to make a Guaranty Payment to the Guaranteed Lender, the amount of such Guaranty Payment shall not exceed the scheduled principal balance due as of the Mortgage Payment Default Date as reflected on the original Exhibit D.

d. Following a determination that the Guaranteed Lender is entitled to receive a Guaranty Payment under Section 10, the Guaranteed Lender and Borrower hereby agree that they will not amend or modify, or consent to any amendment or modification of, the Guaranteed Loan or any of the documents evidencing or securing the Guaranteed Loan without the prior written consent of the Secretary, and any modification or amendment of the terms of the Guaranteed Loan which is made without such consent shall be deemed null and void, at the Secretary's option.

e. This Section 21 shall apply while the original Borrower is obligated under the Guaranteed Loan and in the case that the Guaranteed Loan is assumed by any other party approved by the Secretary as a successor to the original Borrower.

22. Assignment or Pledge of Guaranteed Loan.

a. The Guaranteed Loan and the rights and obligations of the Guaranteed Lender under this Guaranty Agreement may not be assigned by the Guaranteed Lender without the prior written consent of the Secretary. Legal title to the Guaranteed Loan shall be held by the Guaranteed Lender and the Guaranteed Lender shall remain the mortgagee of record. The Secretary shall have no obligation to recognize or deal with any party other than the Guaranteed Lender (or its servicer) with respect to the rights, benefits and obligations of the Guaranteed Lender under this Guaranty Agreement and the Borrower shall have no obligation to recognize or deal with any party other than the Guaranteed Lender (or its servicer) with respect to the rights, benefits and obligations of the Borrower under the Guaranteed Loan Documents.

b. Subject to the terms and conditions of the foregoing subparagraph, beneficial interests in the Guaranteed Loan may be transferred or pledged under a participation agreement, trust indenture or other arrangement (such as the issuance of pass-through certificates or bonds) without the prior approval of the Secretary.

c. This Guaranty Agreement and the obligations of the Secretary to make Guaranty Payments may at the option of the Secretary be terminated if the Guaranteed Loan is pledged, transferred or assigned in breach of the terms and conditions set forth in this Guaranty Agreement.

23. Effect of Payments by the Secretary.

a. The payment by the Secretary of any amounts due under this Guaranty Agreement to the Guaranteed Lender shall not be construed to release the Guaranteed Lender from any of its unfilled obligations under this Guaranty Agreement, to prevent or restrict the Secretary from asserting any rights which it may have against the Guaranteed Lender for a default under this Guaranty Agreement, or to prevent or restrict the Secretary, from prosecuting or defending any action or proceeding by or against the Guaranteed Lender or taking any other actions to protect or secure its rights.

b. Upon the assignment of the Guaranteed Loan to the Secretary, the Secretary shall become the holder of the Guaranteed Note and Mortgage entitled to receive all amounts due from the Borrower under the Guaranteed Loan; provided, however, that if any Monthly Shortfall Payments were paid by the Secretary to the Guaranteed Lender prior to such assignment, the principal balance due from the Borrower to the Secretary under the Guaranteed Loan following an assignment of the Guaranteed Loan to the Secretary shall be increased to reflect the aggregate amount of Monthly Shortfall Payments, and the Borrower shall execute such notes, mortgages, modification agreements or other documents as may be required by the Secretary in order to evidence the Borrower's obligation to repay any such Monthly Shortfall Payments made by the Secretary and to otherwise give effect to the terms of this Section 23b.

24. Term and Termination.

a. This Guaranty Agreement shall become effective upon its execution and delivery by the parties.

b. Subject to earlier termination as set forth in this Guaranty Agreement, this Guaranty Agreement shall terminate on the earliest to occur of:

i. The original maturity date of the Guaranteed Loan;

ii. The date on which the Guaranteed Lender shall have delivered to the Secretary all documents and instruments necessary or reasonably requested by the Secretary to effect or evidence the assignment of the Guaranteed Loan to the Secretary and the Secretary shall have paid the Guaranty Payment to the Guaranteed Lender;

iii. The date on which the Guaranteed Loan shall have been paid in full;
or

iv. The end of any consecutive 36 month period during the term of the Guaranteed Loan during which the Project shall be at least 75% occupied by non-military tenants as set forth on the Project's rent roll and during which there have not been any uncured Mortgage Payment Defaults; if all of the following conditions are met:

(1) The Secretary shall have given notice to the Borrower and the Guaranteed Lender of its election to terminate this Guaranty Agreement no later than 90 days prior to the intended date of such termination.

(2) Any occupancy and rent restrictions applicable to the Project under the Contract Documents shall terminate upon termination of this Guaranty Agreement.

(3) The Secretary shall have determined and demonstrated to the reasonable satisfaction of the Guaranteed Lender, on the basis of information provided by the Servicer and/or such other information as the Secretary shall deem appropriate, that Project Net Operating Income for the 12-month period preceding such determination was no less than 150% of the annual debt service on the Guaranteed Loan.

c. If the Secretary shall have given the notice provided for in Section 24b.iv.(1) and shall be unable to satisfy the condition set forth in Section 24b.iv.(3), the Secretary shall thereupon have the right, but not the obligation, to do any of the following:

i. prepay the Guaranteed Loan in part in such amount as will permit such condition of Section 24b.iv(3) to be satisfied;

ii. require, notwithstanding anything to the contrary in Section 27 or in the Lockbox Agreement, that all cash flow available after payment of debt service be applied to (or escrowed for application to) payment of principal of the Guaranteed Loan until said condition can be satisfied; or

iii. declare (or cause the Guaranteed Lender to declare) the Guaranteed Loan to be immediately due and payable.

d. If the Guaranteed Loan shall be declared to be immediately due and payable under Section 24c.iii, and the Borrower shall fail, within 30 days thereafter, to pay the amount then outstanding under the Guaranteed Loan, such failure shall constitute a Mortgage Payment Default for purposes of this Guaranty Agreement and the Guaranteed Lender shall be authorized to give notice to the Secretary of its intention to assign the Guaranteed Loan in accordance with Section 8a of this Guaranty Agreement and to proceed with a claim under the Guaranty Agreement; provided, however, that if, within 30 days following such Mortgage Payment Default, the Guaranteed Lender shall not have given notice to the Secretary of its intention to assign the Guaranteed Loan, this Guaranty Agreement shall terminate in accordance with Section 24b.iv, notwithstanding that the condition of Section 24b.iv.(3) may not have been satisfied.

e. If the Secretary shall prepay the Guaranteed Loan in part as contemplated in Section 24c.i, the amount of any such payment shall become an obligation of the Borrower to the Secretary, which obligation shall be secured by a lien on the Project subordinate to that securing the Guaranteed Loan and have repayment terms substantially similar to the terms of the Guaranteed Loan, except that the Secretary may require such obligation to bear interest at a rate which is the higher of the rate on the Guaranteed Loan or the applicable federal rate for obligations of comparable term and, notwithstanding anything to the contrary in Section 27 or in the Lockbox Agreement, to be amortized using all cash flow available after payment of debt service on the Guaranteed Loan. The Borrower acknowledges and agrees that the Guaranteed Note and the Guaranteed Mortgage shall contain such provisions, and the parties agree to execute such other documents, as are necessary to give effect to the terms of this Section 24e.

f. Upon the termination of this Guaranty Agreement, all payment obligations of the Secretary under this Guaranty Agreement shall terminate, and all other further obligations of the Secretary and the Guaranteed Lender under this Guaranty Agreement shall be terminated; provided, however, that the termination of this Guaranty Agreement shall not relieve any party of its obligation to perform any obligations which arose prior to the date of such termination, or which relate to events which occurred prior to such termination, including without limitation, the payment of any amounts due or the delivery of any documentation.

25. Servicing of Guaranteed Loan; Maintenance of Records.

a. Guaranteed Lender shall service the Guaranteed Loan in accordance with the terms and provisions of this Guaranty Agreement, and the servicing standards established by the Department of Defense (which servicing standard is agreed by the parties generally to mean servicing the Guaranteed Loan in accordance with the standards of Fannie Mae and Freddie Mac). It is the intent of this Guaranty Agreement that the Guaranteed Lender will service the Guaranteed Loan exercising the same care, skill, prudence and diligence that is customarily employed and exercised by prudent institutional commercial mortgage lenders servicing their own loans giving due consideration to the Secretary's reliance on Guaranteed Lender. The Guaranteed

Lender shall establish adequate and proper quality control procedures for servicing the Guaranteed Loan. If and to the extent that the Servicer of the Guaranteed Loan is a party other than the Guaranteed Lender, the Guaranteed Lender shall cause the Servicer to comply with the terms and provisions of this Guaranty Agreement, including without limitation, this Section 25; provided that the appointment of a Servicer other than the Guaranteed Lender shall not relieve the Guaranteed Lender of its obligation to comply with all provisions of this Guaranty Agreement, including without limitation, this Section 25.

b. Guaranteed Lender will maintain and utilize adequate facilities, experienced personnel and adequate resources, and will use its reasonable efforts in accordance with the terms of this Guaranty Agreement, the relevant Guaranteed Loan Documents, generally accepted commercial mortgage loan servicing practices of sophisticated and experienced commercial lending institutions, and applicable laws, in order to service the Guaranteed Loan in a timely and efficient manner.

c. As a part of, and in addition to any other servicing duties and responsibilities which the Guaranteed Lender shall be required to perform under this Guaranty Agreement, and the servicing agreement, if any, executed in connection with the Guaranteed Loan Documents, the Guaranteed Lender shall perform the following specific duties and obligations with respect to the Guaranteed Loan:

i. collect all payments due under or in connection with the Guaranteed Loan, including, without limitation, all installments of principal and/or interest, late charges, premiums or penalties;

ii. collect and promptly deliver to the Secretary any and all reports and other items, including without limitation, all financial statements, certifications and insurance certificates, which the Borrower is required to deliver to the Guaranteed Lender under the Guaranteed Loan Documents;

iii. promptly forward to the Secretary copies of any default notices issued by a party other than the Secretary which are received by the Guaranteed Lender related to the Guaranteed Loan or the Project;

iv. provide to the Secretary copies of any notice of default or other writing concerning an actual or possible default provided to the Borrower under the Guaranteed Loan, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect to such event. Specifically, the Guaranteed Lender shall provide the Secretary with copies any and all default notices sent to the Borrower concurrently with the delivery of same to the Borrower;

v. maintain accurate records reflecting the status of the payment of taxes and other charges which are or may become a lien upon the Mortgaged Property and the status of insurance coverage and ensure that tax charges and other assessments, if any, and insurance premiums are timely made;

vi. provide the Secretary with an accounting certified for accuracy and completeness by an Authorized Representative of the Guaranteed Lender of all amounts received or held under the Guaranteed Loan, including the status of all escrow and impound accounts; the Guaranteed Lender's calculation of the debt service coverage ratio for the Guaranteed Loan; list of delinquent or late payments, if any, received from the Borrower; and all amounts received from the Secretary under this Guaranty Agreement, within 30 days following the end of each quarter and 120 days following the end of each calendar year during the term of the Guaranty Agreement or following the assignment of the Guaranteed Loan to the Secretary; all quarterly information required under this subsection shall be provided with monthly breakdowns;

vii. provide the Secretary with a Uniform Servicer Audit within 120 days following the end of each calendar year during the term of the Guaranty Agreement;

viii. Perform an annual inspection of the Project and review of the Project's management and provide the Secretary with a copy of such inspection report and management review within 30 days following their completion; and

ix. Perform such other servicing tasks as reasonably requested by the Secretary due to the special nature of the Guaranteed Loan as a guaranteed obligation of the federal government.

d. The Guaranteed Lender shall make available to the Secretary for inspection, copying and auditing, its books and records that concern its receipt of a Guaranty Payment or Monthly Shortfall Payments and amounts received from the Borrower with respect to the Guaranteed Loan.

e. The Guaranteed Lender hereby agrees to maintain records of all amounts received from the Borrower under the Guaranteed Loan, all Guaranty Payments or the Monthly Shortfall Payments received from the Secretary, and of all reimbursement amounts paid to the Secretary or due to the Secretary but unpaid from time to time, for a period of five years from the termination of this Guaranty Agreement. The Guaranteed Lender shall, upon receipt of a written request of the Secretary, cooperate with the Secretary in connection with the reconciliation of the records maintained by or on behalf of Guaranteed Lender pursuant to this Section and any similar records maintained by or on behalf of the Secretary.

f. Each of the statements, schedules and reports required by this Section shall be and shall be in such form and contain such detail as is consistent with institutional commercial servicing standards and, to the extent necessary under Section 25c.ix, as the Secretary may reasonably require. Following a default by the Guaranteed Lender under this Guaranty Agreement, the Secretary may also require that any statements, schedules and reports be audited at the Guaranteed Lender's expense by independent certified public accountants acceptable to the Secretary.

g. In furtherance of Office of Management and Budget (OMB) Circular A-129 and the Debt Collection Improvement Act of 1996 and in addition to the agreements set forth above, the Guaranteed Lender covenants that it will report any delinquencies or defaults under the Guaranteed Loan to national credit reporting bureaus, Dun & Bradstreet and the CAIVRS system maintained by the Department of Housing and Urban Development.

h. Any information or documentation which is required to be delivered by the Guaranteed Lender to the Secretary under this Section 25, or otherwise in connection with the Guaranteed Loan, shall, at the Secretary's direction, be delivered to any agent designated by the Secretary.

i. The servicing standards and obligations set forth in this Section 25 and, with respect to any Servicer, Section 26 shall not preclude such additional servicing standards and obligations as the Guaranteed Lender may undertake itself or impose upon a Servicer.

26. Guaranteed Lender Authorized To Act Through Servicer.

a. Subject to the provisions of this Section 26, the Guaranteed Lender may engage a Servicer to act as its agent with respect to monitoring and servicing the Guaranteed Loan and to otherwise act on its behalf to perform the Guaranteed Lender's obligations and exercise the Guaranteed Lender's rights under this Guaranty Agreement; provided that the appointment of a Servicer other than the Guaranteed Lender shall not relieve the Guaranteed Lender of its obligation to comply with all provisions of this Guaranty Agreement, including without limitation, this Section 26. The parties to this Guaranty Agreement acknowledge and agree that any and all rights, duties and obligations of the Guaranteed Lender under this Guaranty Agreement, including without limitation the right to receive all amounts due from the Borrower under the Guaranteed Loan and from the Secretary under this Guaranty Agreement, may be exercised on the Guaranteed Lender's behalf by a Servicer with the same force and effect as if such actions had been taken by the Guaranteed Lender directly.

b. As of the execution of this Guaranty Agreement, _____ has been designated as the Servicer for the Guaranteed Loan and _____ has been designated as the Construction Servicer for the Guaranteed Loan. The Secretary has approved the Servicer and the Construction Servicer, and has been provided with and has approved the Servicing Agreement

and Construction Servicing Agreement in effect as of the execution of this Guaranty Agreement. Copies of the Servicing Agreement and Construction Servicing Agreement are attached to this Guaranty Agreement as Exhibit G.

c. If the Guaranteed Lender proposes at any time to change the Servicer of the Guaranteed Loan, including without limitation, the designation of an affiliate of the Guaranteed Lender as Servicer, any such proposed Servicer must be an experienced commercial mortgage servicer which meets the requirements of the Secretary for approval as a guaranteed lender and the Guaranteed Lender shall have received the prior written consent of the Secretary to such substitution. The Guaranteed Lender shall notify the Secretary prior to the engagement of any such proposed Servicer, and provide a copy to the Secretary of the proposed Servicing Agreement or other contractual arrangement between the Guaranteed Lender and the proposed Servicer.

d. The Servicing Agreement or other contractual arrangement between the Guaranteed Lender and the Servicer must provide that following the occurrence of a Guaranteed Lender Default under this Guaranty Agreement, the Secretary shall have the right at any time thereafter to terminate (or to cause the Guaranteed Lender to terminate) such servicing agreement, without cause and without liability, by giving written notice to the Guaranteed Lender of its election to do so. The Secretary's notice shall specify the date of termination, which shall not be less than 30 days after the date of such notice.

27. Use of Project Income and Lockbox Agreement.

a. As and when required under the Contract, the Borrower and the Project shall be subject to a Lockbox Agreement or other similar agreement administered by the Guaranteed Lender in form and substance satisfactory to the Secretary which governs the receipt and disbursement of all rents, revenues and other income from the Project ("Project Income"). Among other provisions, the Lockbox Agreement shall specifically provide for the application of Project Income in the following order of priority:

i. Reasonable and necessary operating expenses of the Project (including specifically, but without limitation, amounts necessary to provide the information required to be delivered to the Guaranteed Lender and the Secretary under this Guaranty Agreement, and exclusive of payments due under the Guaranteed Loan) in accordance with the maintenance and management plan approved by the Secretary as part of the Contract and an annual budget for the Project approved by the Guaranteed Lender and the Secretary; provided that for purposes of the Lockbox Agreement, operating expenses of the Project shall not include management fees paid to the Borrower or any Affiliate.

ii. Extraordinary expenses of the Project as approved by the Secretary.

iii. Monthly deposits for taxes, insurance premiums, and the reserve for replacements required to be made by the Borrower.

iv. Scheduled monthly payments of principal and interest due under the Guaranteed Loan.

v. Deposits into the Construction Escrow Account (as defined in the Contract), during the applicable period in accordance with the Contract.

vi. Any payment needed to restore the balance of the Performance Deposit (as defined in the Contract).

vii. Management fees paid to the Borrower or any Affiliate, if applicable.

viii. Lease payments under the Land Lease, if applicable.

ix. Balance, if any, to the Borrower.

b. The Borrower hereby irrevocably constitutes and appoints the Guaranteed Lender and Secretary as its true and lawful attorneys-in-fact, in its name, place and stead, to take such actions and to make, execute, acknowledge, deliver and file such instruments and documents as the Guaranteed Lender and/or Secretary deems necessary or appropriate in order to effectuate the fullest intent of this Section. It is expressly intended by the Borrower that such power of attorney is coupled with an interest, and that such power of attorney shall, to the extent permitted by law, survive the merger, bankruptcy, receivership or dissolution of the Borrower. Unless and until the Guaranteed Loan is assigned to the Secretary in accordance with this Guaranty Agreement, the Secretary agrees that the Guaranteed Lender may exercise such power of attorney without the need for the Secretary's prior consent; from and after the assignment of the Guaranteed Loan to the Secretary, the power to exercise such power of attorney shall belong solely to the Secretary.

28. Guaranteed Lender Default. Any one or more of the following acts or occurrences shall constitute a Guaranteed Lender Default under this Guaranty Agreement:

a. Failure by the Guaranteed Lender to pay sums due from the Guaranteed Lender, if the same shall remain uncured for a period of ten days after written notice of such default shall have been given by the Secretary to the Guaranteed Lender;

b. Failure by the Guaranteed Lender to perform or observe any of its covenants, agreements or obligations under this Guaranty Agreement, including to furnish required accountings or other records, except a payment failure described in subparagraph a. above, if the same shall remain uncured for a period of 30 days after written notice of such default shall have been given by the Secretary to the Guaranteed Lender; provided, however, that if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30 day period, no Guaranteed Lender Default shall be deemed to have occurred if the Guaranteed Lender shall commence such acts or remedies within such 30 day period and continue to diligently pursue the same to completion.

c. Any representation or warranty made by the Guaranteed Lender to the Secretary in this Guaranty Agreement, or the information contained in any notice, materials or other document provided by the Guaranteed Lender to the Secretary which is required to be certified by the Guaranteed Lender in connection with the operation of this Guaranty Agreement, proves to have been untrue or misleading in any material respect as of the date made or deemed made and such untrue or misleading representation or warranty has a material adverse affect on the interests of the Secretary.

d. The failure of the Guaranteed Lender to service the Guaranteed Loan in accordance with the applicable servicing standards.

e. The failure of any Servicer, Construction Servicer, or subservicer acting on behalf of the Guaranteed Lender to service the Guaranteed Loan in accordance with the applicable servicing standards or to perform or observe any provisions of this Guaranty Agreement (including without limitation, subparagraphs a, b, c and d of this Section 28) shall constitute a default of the Guaranteed Lender hereunder.

29. Remedies of the Secretary For Guaranteed Lender's Default.

a. Upon the occurrence and continuance of any Guaranteed Lender Default, unless such Guaranteed Lender Default has been cured to the reasonable satisfaction of the Secretary (including by the substitution of an acceptable replacement Guaranteed Lender and/or Servicer), the Secretary may take any one or more of the following steps, at its option:

i. replace the Guaranteed Lender and/or replace (or to cause the Guaranteed Lender to replace) any Servicer in accordance with Section 26;

ii. by suit, action or proceeding at law or in equity, require the Guaranteed Lender or Servicer to perform its covenants and obligations, or enjoin any acts or things which may be unlawful or in violation of the rights of the Secretary;

iii. to suspend or debar the Guaranteed Lender or Servicer from further participation in any loan guaranty or similar program administered by the Secretary and to notify the other branches of the Department of Defense of such breach; and

iv. take whatever other action at law or in equity may appear necessary or desirable to enforce any monetary obligation of the Guaranteed Lender or Servicer or to enforce any other obligations, covenant or agreement of the Guaranteed Lender or Servicer under this Guaranty Agreement.

b. In the case of a Guaranteed Lender Default caused by the actions or inactions of any Servicer (or any subservicer), the Guaranteed Lender shall have 30 days beyond the cure period provided to the Servicer (or subservicer) in which to cure the Guaranteed Lender Default, including the proposing of a substitute Servicer (or subservicer) reasonably satisfactory to the Secretary; provided, however, that if an acceptable substitute Servicer (or subservicer) cannot be selected within such 30 day period, the Secretary agrees not to exercise its option to replace the Servicer (or subservicer), if the Guaranteed Lender shall commence its search for a substitute Servicer (or subservicer) within such 30 day period and continue to diligently pursue the same to completion. In no event, shall the Secretary cancel any Servicing Agreement (or subservicing agreement) prior to the selection of a substitute Servicer (or subservicer), unless the Secretary shall have made provision, reasonably satisfactory to the Guaranteed Lender, for the servicing of the Guaranteed Loan subsequent to such cancellation.

30. Remedies Not Exclusive. No remedy conferred herein or reserved to the Secretary of the Guaranteed Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

31. Delay or Omission Not Waiver. No delay or omission of the Secretary to exercise any right or remedy provided hereunder upon a default of the other party (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Guaranty Agreement or by law to the Secretary may be exercised from time to time, and as often as may be deemed expedient by the Secretary.

32. Performance of Obligations. Each party hereby covenants to keep and perform faithfully all of its covenants and undertakings contained in this Guaranty Agreement.

33. No Third Party Beneficiaries of Guaranty. There shall be no third party beneficiaries of this Guaranty Agreement and the Secretary shall have no obligation to recognize or deal with any party other than the Guaranteed Lender (or the Servicer on behalf of the Guaranteed Lender) or the Borrower with respect to rights, benefits, and obligations of the Guaranteed Lender, the Borrower and the Secretary under this Guaranty Agreement.

34. Amendment. The Secretary, the Borrower and the Guaranteed Lender hereby covenant and agree that this Guaranty Agreement shall be amended only by an instrument in writing executed by their duly Authorized Representatives.

35. No Individual Liability. No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any individual officer, agent, employee or representative of the Secretary, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Guaranty Agreement, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

36. Notices. Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the Guaranteed Lender or the Secretary, shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth below. The Guaranteed Lender and the Secretary may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The Guaranteed
Lender:

Phone:
Fax:

The Guaranteed
Lender (wire instructions:

Phone:
Fax:

The Servicer:

Phone:
Fax:

The Borrower:

Phone:
Fax:

The Secretary:

Phone:

Fax:

with a copy to:

Phone:

Fax:

37. Governing Law. This Guaranty Agreement shall be construed, and the rights and obligations of the Secretary, and the Guaranteed Lender under this Guaranty Agreement shall be determined, in accordance with the laws of the United States of America. Insofar as there may be no applicable precedent, the laws of the state of New York shall be deemed reflective of the laws of the United States of America.

38. Severability. If any provision of this Guaranty Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement of the Secretary contained herein shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Secretary to the full extent permitted by law.

39. Multiple Counterparts. This Guaranty Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

40. Compensation of Guaranteed Lender and Servicer. Neither the Guaranteed Lender nor its servicer, if applicable, shall receive (other than the reimbursement for costs) any consideration or compensation for the performance of the duties and obligations required to be performed by them under this Guaranty Agreement which is separate and apart from any amounts due to the Guaranteed Lender under the Guaranteed Loan or, in the case of a servicer, from the Guaranteed Lender in accordance with the terms of the servicing agreement or other contractual arrangement between the Guaranteed Lender and its servicer.

41. Conflicts. The terms of the Contract, this Guaranty Agreement and the Guaranteed Loan Documents are intended to be consistent and should be so construed. However, any conflict between the terms of the Contract, this Guaranty Agreement, and the Guaranteed Loan Documents shall be resolved in the following descending order of precedence:

- a. The Contract;
- b. The Guaranty Agreement;
- c. The Guaranteed Loan documents;
- d. The remaining Contract Documents.

[Remainder of Page Intentionally Left Blank; Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Guaranty Agreement as of the date first above written.

[NAME OF GUARANTEED LENDER]

By:

Name:

Title:

THE SECRETARY OF THE ARMY

By:

Name:

Title:

The undersigned Borrower is executing this Guaranty Agreement for the limited purposes of acknowledging that the Guaranteed Loan is subject to the terms and conditions of this Guaranty Agreement, including specifically but without limitation Sections 7, 10.e, 20.a, 23, 24, 27, 32 and Exhibit A.

NAME OF BORROWER

By:

Name:

Title:

EXHIBIT A

Certain Borrower Obligations Relating to Administration of the Loan Guaranty

1. Definitions. Any capitalized term used in this Exhibit A which is not otherwise defined shall have the meanings set forth in the foregoing Military Housing Loan Guaranty Agreement.

2. Representations by the Borrower. The Borrower represents and warrants that:

a. It is a _____, duly organized and validly existing under the laws of the State of _____ and is legally authorized to carry on its business, is qualified to do business in the State of Colorado.

b. The Contract, the Land Lease and the Guaranty Agreement are valid and binding obligations of the Borrower, the making and performance of which by the Borrower have been duly authorized by all necessary action. Neither the consummation of the transactions contemplated by, nor the fulfillment of or compliance with the terms and conditions of, the Guaranty Agreement by the Borrower conflicts with, results in a breach of, or is a default under, in any material respect, any of the terms, conditions or provisions of any legal restriction or any instrument to which the Borrower is now a party or by which the Borrower is bound, or constitutes a violation of any law, administrative regulation, court order or consent decree regulating the affairs of the Borrower or to which the Borrower is subject.

c. The Borrower has delivered to the Guaranteed Lender complete and accurate copies of all the Contract Documents described in Exhibit F of the Guaranty Agreement. The Contract Documents so delivered are all of the documents executed by the Borrower and the Secretary in connection with the Project, have not been amended or modified, and constitute the entire understanding between the Borrower and the Secretary with respect to the Project.

d. The information, representations, warranties and certifications set forth in, and all information provided in connection with, the Borrower Application submitted by the Borrower to the Secretary remain true and correct.

3. Increased Monitoring of Project. At any time during the term of the Guaranteed Loan or of the Land Lease, the Secretary shall have the right in its sole discretion to commence (or to direct its agent to commence) increased monitoring and reporting on the management, operations, monthly cash flow and debt service payments of the Borrower and the Project. The

Borrower agrees to cooperate in good faith with the Secretary in its conduct of such increased monitoring by promptly providing the Secretary with such reports, documentation and other information as shall be requested by the Secretary.

4. Determination of the Cause of a Mortgage Payment Default.

a. In making its determination of whether a Mortgage Payment Default was caused by the applicable Guaranty Threshold Event, the Secretary may request additional information from the Borrower and the Borrower shall promptly provide any information reasonably requested by the Secretary.

b. If the Secretary makes a determination that a Mortgage Payment Default was caused by the Borrower's breach of its obligations under any of the Contract Documents, nothing in the Guaranty Agreement or in this Exhibit A shall be deemed to lessen or otherwise affect the Secretary's right to exercise any and all of its remedies against the Borrower under the applicable Contract Documents.

5. Effect of Payments Under the Guaranty Agreement by the Secretary on Obligations of Borrower.

a. The payment by the Secretary of any amounts due under the Guaranty Agreement to the Guaranteed Lender shall not be construed to release the Borrower from any of its respective obligations under the Contract Documents or any other document executed in connection with the Guaranteed Loan, to prevent or restrict the Secretary from asserting any rights which it may have against the Borrower for a default under the Contract Documents or any other document executed in connection with the Guaranteed Loan, or any provisions of law, or to prevent or restrict the Secretary, from prosecuting or defending any action or proceeding by or against the Borrower or taking any other actions to protect or secure its rights.

b. At any time following the assignment of the Guaranteed Loan to the Secretary, the Secretary shall have the right, without cause and without liability, to terminate the Borrower's management of the Project or to terminate (or to cause the Borrower to terminate) any management agreement or other contractual arrangement between the Borrower and any party (including an affiliate of the Borrower) for the management of the Project by giving written notice to the Borrower and/or such management agent, as applicable. The Secretary's notice shall specify the date of termination. The Borrower covenants that it shall not enter into any management agreement or other contractual arrangement for the management of the Project unless such agreement or arrangement contains a provision which expressly recognizes the termination rights of the Secretary under this Section. The Borrower further represents and warrants that the management agreement or arrangement, if any, which is in force and effect as of the date of the Guaranty Agreement with respect to the Project contains a provision which expressly recognizes such termination rights of the Secretary.

6. Borrower's Delivery of Information to Guaranteed Lender and Secretary.

a. In addition to any information required to be delivered under the Contract Documents to the Secretary or under the Guaranteed Loan Documents to the Guaranteed Lender, the Borrower hereby agrees to provide to the Secretary and the Guaranteed Lender any and all information produced by or under the control of the Borrower with respect to the Project and its operation, including but not limited to the following information (any capitalized term used in this Section 7 which is not defined in the Guaranty Agreement having the meaning set forth in the Guaranteed Mortgage):

i. within 120 days after the end of each fiscal year of the Borrower, a copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant;

ii. within 120 days after the end of each fiscal year of Borrower, a statement of income and expenses for Borrower's operation of the Project for that fiscal year;

iii. within 30 days after the end of each quarter, a statement of income and expenses for Borrower's operation of the Project for the preceding quarter, presented for each month during that quarter;

iv. after a Mortgage Payment Default or an Event of Default under the Guaranteed Loan, has occurred and is continuing, within 15 days after the end of each month, monthly income and expense statements for the Project;

v. within 120 days after the end of each fiscal year of Borrower, a statement of changes in financial position of Borrower relating to the Project for that fiscal year; a balance sheet showing all assets and liabilities of Borrower relating to the Project as of the end of that fiscal year; a balance sheet, a statement of income and expenses for Borrower and a statement of changes in financial position of Borrower for that fiscal year;

vi. within 30 days after the end of each quarter, and at any other time upon the request of the Secretary or the Guaranteed Lender, a rent schedule for the Project showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, and any requested related information;

vii. within 120 days after the end of each fiscal year of Borrower, and at any other time upon the request of the Secretary or the Guaranteed Lender, an accounting of all security deposits held pursuant to all Leases (as defined in the Guaranteed Mortgage), including the name of the institution (if any) and the names and identification numbers of the accounts (if

any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release necessary for the Secretary or the Guaranteed Lender to access information regarding such accounts;

viii. within 120 days after the end of each fiscal year of Borrower, and at any other time upon the request of the Secretary or the Guaranteed Lender, a statement that identifies all owners of any interest in Borrower and any Controlling Entity (as defined in the Guaranteed Mortgage) and the interest held by each, if Borrower or a Controlling Entity is a corporation, all officers and directors of Borrower and the Controlling Entity, and if Borrower or a Controlling Entity is a limited liability company, all managers who are not members;

ix. within 30 days after the end of each quarter, a monthly property management report for the Project, showing the number of inquiries made and rental applications received from tenants or prospective tenants and deposits received from tenants, materials relating to marketing and leasing efforts for the Project, and any other information requested by the Secretary or the Guaranteed Lender;

x. within 30 days after the end of each quarter, a monthly maintenance report for the Project, showing the number of maintenance requests from tenants and the disposition of such requests, maintenance records and expenditures, and any other information requested by the Secretary or the Guaranteed Lender;

xi. within 30 days of their filing with the required federal, state or local agencies, all income, real and personal property and any other tax returns and any other tax filings relating to Borrower and the Project;

xii. not less than 90 days prior to the end of each calendar year, proposed operating and capital budget(s) for the Project for the upcoming calendar year, including estimated income, source of income and expenses, including taxes, insurance and replacement reserves, and identifying the assumptions underlying such budget(s).

xiii. copies of any and all default or deficiency notices provided to the Borrower by the Guaranteed Lender, the Secretary, any other government agency, insurance company or other party promptly following Borrower's receipt of same; and

xiv. within 15 days after receipt of a request by the Secretary, such additional information, as reasonably requested by the Secretary.

b. Each of the statements, schedules and reports required by this Section 6 shall be certified to be complete and accurate by an individual having authority to bind Borrower, and shall be in such form and contain such detail as the Secretary and the Guaranteed Lender may

reasonably require. The Secretary and/or the Guaranteed Lender also may require that any statements, schedules or reports be audited at Borrower's expense by independent certified public accountants acceptable to the Secretary and Guaranteed Lender.

c. If Borrower fails to provide in a timely manner the statements, schedules and reports required by this Section 6, the Secretary and/or the Guaranteed Lender shall have the right to have Borrower's books and records audited, at Borrower's expense, by independent certified public accountants selected by the Secretary or Guaranteed Lender in order to obtain such statements, schedules and reports, and all related costs and expenses of the Secretary or Guaranteed Lender shall become immediately due and payable and shall become an additional part of the indebtedness secured by the Guaranteed Mortgage.

d. If a Borrower Default, a Mortgage Payment Default or an Event of Default under the Guaranteed Mortgage, has occurred and is continuing, Borrower shall deliver to the Secretary or the Guaranteed Lender upon written demand all books and records relating to the Project or its operation.

e. Borrower and its principals (as such term has been defined by the Secretary or the Department of Defense for purposes of the Debt Collection Improvement Act of 1996) authorize the Secretary and the Guaranteed Lender to obtain a credit report on them at any time.

7. Borrower Default. Any one or more of the following acts or occurrences shall constitute a Borrower Default under the Contract Documents:

a. Failure by the Borrower to pay any amounts due to the Secretary as and when due.

b. Failure by the Borrower to furnish to the Secretary, as and when required, any notice, information or materials required to be delivered to the Secretary under this Exhibit A or the Contract Documents, if the same shall remain uncured for a period of 15 days after written notice of such default shall have been given by the Secretary to the Borrower. In addition to constituting a Borrower Default, the Borrower's uncured default in its obligation to deliver such information, notices or materials to the Secretary shall also constitute a material default under Section 14 of the Guaranteed Mortgage for which the Guaranteed Lender shall have the right to exercise its rights and remedies under the Guaranteed Loan Documents, including without limitation, the Guaranteed Lender's rights under Section 14d of the Guaranteed Mortgage.

c. Failure by the Borrower to perform or observe any of its covenants, agreements or obligations under the Contract Documents, except a payment failure described in (a) above, if the same shall remain uncured for a period of 30 days after written notice of such default shall have been given by the Secretary to the Borrower; provided, however, that if such default is curable but requires acts to be completed or conditions to be remedied which, by their

nature, cannot be completed or remedied within such 30 day period, no Borrower Default shall be deemed to have occurred if the Borrower shall commence such acts or remedies within such 30 day period and continue to diligently pursue the same to completion.

d. Any representation or warranty made by the Borrower to the Secretary in this Exhibit A or the Contract Documents, or in any notice, materials or other document provided by the Borrower to the Secretary proves to have been untrue or misleading in any material respect as of the date made or deemed made.

8. Remedies of the Secretary For Borrower's Default. Upon the occurrence and continuance of any Borrower Default, unless such Borrower Default has been cured to the satisfaction of the Secretary, the Secretary may take any one or more of the following steps, at its option:

a. by suit, action or proceeding at law or in equity, require the Borrower to perform its covenants and obligations, or enjoin any acts or things which may be unlawful or in violation of the rights of the Secretary;

b. to suspend or debar the Borrower from further participation in any loan guaranty, military housing or similar program administered by the Secretary, to notify the other branches of the Department of Defense of such breach; and

c. take whatever other action at law or in equity may appear necessary or desirable to enforce any monetary obligation of the Borrower or to enforce any other obligations, covenant or agreement of the Borrower under the Contract Documents.

EXHIBIT B
Form of Lender's Deficiency Notice and Certification
[Letterhead of Guaranteed Lender]

**Lender's Deficiency Notice and Certification under Military Housing Loan
Guaranty Agreement among the Secretary of the Army, and [NAME OF
GUARANTEED LENDER] dated _____, _____ relating to the
\$_____ Guaranteed Loan**

Date of Notice: _____

[Address of Secretary]

Re: Fort Carson

Mortgage Payment Date: _____ 1, _____

Mortgage Payment Default Date: _____ 30/31, _____

Required Mortgage Payment: \$_____

Borrower Payment Received: \$_____

AMOUNT OF MORTGAGE PAYMENT DEFICIENCY: \$_____

By this Notice and Certification the undersigned Guaranteed Lender hereby gives notice that, on the Mortgage Payment Date set forth above, there exists a Mortgage Payment Deficiency in the amount set forth above. The party executing this Notice and Certification on behalf of the Guaranteed Lender hereby certifies that all the information set forth in this Notice and Certification is correct and that she/he is an Authorized Representative of the Guaranteed Lender. Capitalized terms not defined in this Notice and Certification shall have the meanings set forth in the Guaranty Agreement.

Sincerely,

[NAME OF GUARANTEED LENDER]

By: _____

Name:

Title:

cc: Borrower

EXHIBIT C

**Dispute Resolution Procedure For Contesting Secretary's
Determination of Cause of Mortgage Payment Default**

[To be attached]

EXHIBIT D

Amortization Schedule of Guaranteed Loan

Mortgage Payment Date	Interest Component	Principal Component
_____, 1 ____	\$	\$

EXHIBIT E

List of Guaranteed Loan Documents

EXHIBIT F

List of Contract Documents

EXHIBIT G
Servicing Agreements

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 4
Land Lease**

**DEPARTMENT OF THE ARMY LAND LEASE
FORT CARSON MILITARY RESERVATION
EL PASO COUNTY, COLORADO**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and _____, hereinafter referred to as the Contractor/Lessee.

WITNESSETH:

That the Secretary, by the authority of Public Law 104-106, 110 Stat 186, Title XXVIII, Subtitle A, Section 2878, and pursuant to the Contract (as defined below), hereby leases to the Contractor/Lessee the Premises (as defined below), in order to fulfill the Contractor/Lessee's obligations under the Contract for the design, construction, operation, maintenance, replacement, rehabilitation, and development of a privately-owned rental housing development primarily for use by military personnel and their families assigned to Ft. Carson, Colorado.

THIS LEASE is granted subject to the following conditions:

1. DEFINITIONS

The terms defined in this Condition 1 shall (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Lease have the respective meanings specified below:

"Act" means the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

"BLM" means the Bureau of Land Management which has responsibility for mineral development on Federal lands.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 et. seq., as amended.

"Contract" means that certain contract between the Government and the Contractor/Lessee, dated _____, 19__, Contract Number _____.

"Contractor/Lessee" means the entity with whom the Government has entered into the Contract (as defined above) and to whom the Premises (as defined below) is leased.

"PAS" means the Preliminary Assessment Screening prepared by the Army on April 23, 1996.

"Environmental Laws" shall include but not be limited to mean CERCLA, the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901-6992k), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1307), the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671q), the Toxic Substances Control Act, as amended (15 U.S. C. §§ 2601-2692), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), (15 U.S.C. §§ 2681-2692) and also (42 U.S.C. §§ 4851-4856), the Lead Based Paint Poisoning Prevention Act, (42 U.S.C. §§ 4821-4846), the Indoor Radon Abatement Act, (15 U.S.C. §§ 2661-2671), and the Safe Drinking Water Act Amendments of 1996, Pub. L. No. 104-182, 110 Stat. 1613 (1996), and all similar state and local statutes and regulations.

"Government" means the Government of the United States, acting through the Secretary or such other official as shall be identified in this Lease.

"Government Liabilities" means any loss, cost, claim, damage, fine, expense, fee or any other liability of whatever nature imposed upon or sustained by the Government.

"Government-Owned Improvements" means Improvements, the title to which is held by the Government.

"Guaranteed Lender" means [NAME OF GUARANTEED LENDER] and its successors and permitted assigns as mortgagee of the Guaranteed Loan.

"Guaranteed Loan" means the loan which is the subject of the Guaranty Agreement.

"Guaranty Agreement" means that certain Military Housing Loan Guaranty Agreement made and entered into as of _____, 19__, by and between the Secretary and the Guaranteed Lender.

"Hazardous Substances" means, without limitation, (i) any chemical material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," or words of similar import under any Environmental Law; (ii) any oil, petroleum or petroleum-derived substances, any flammable substances or explosives, any radioactive materials, friable asbestos or any substances containing more than 0.1 percent asbestos, any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50

parts per million, and any urea formaldehyde insulation; (iii) radon in excess of 4 pCi/L; (iv) defective lead-based paint surfaces; and (v) any other chemical, material or substance, exposure to which is prohibited, limited or regulated under any Environmental Law.

"Impositions" means all taxes, levies, rates, assessments or like charges relating to the Contractor/Lessee's property, use, occupancy, or development of the Premises, such as property taxes, sales and use taxes, licenses and permit fees, fines, penalties, or other like governmental charges, and any and all other governmental levies, taxes, fees, encumbrances, assessments or charges, whether foreseen or unforeseen, general or special and ordinary or extraordinary.

"Improvements" means all of the buildings, structures, and improvements located or erected on the Premises, including equipment and other items installed thereon and any alterations, changes, or additions thereto.

"Premises" means the land, identified in Exhibit A attached hereto and made a part hereof.

"Recognized Lender" means any party which holds a mortgage on the Improvements and/or the Premises, or any portion thereof, which mortgage has been approved by the Secretary, together with the successor or permitted assigns of such Recognized Lender, as approved by the Secretary.

"Rehabilitation" means the restoration in whole or in part of any structure or Improvement to a good and usable condition.

"Replacement" means the replacement in whole or in part of any structure or Improvement so worn or damaged by any cause as to no longer adequately serve its designed function with normal maintenance.

"Secretary" means the Secretary of the Army.

2. TERM

The Premises are hereby leased for a term of 50 years, beginning _____, and ending _____. The Secretary shall have the right to extend the original term of this Lease in the event that the Contract is extended. The Secretary shall notify the Contractor/Lessee of such Lease extension in accordance with the extension provisions set forth in said Contract.

3. CONTRACT

a. This Lease and the Contract do not merge but it is intended that this Lease will function as one with the Contract and the terms of this Lease are intended to be consistent with the terms of the Contract and should be so construed. In the event, however, that the terms and

conditions of this Lease conflict with the terms and conditions of the Contract, the terms and conditions of the Contract shall prevail. A default under the Contract shall constitute a default under this Lease. Unless otherwise specified in this Lease, any and all Government rights and remedies as set forth in the Contract and in this Lease will be available to the Government on a cumulative basis to enforce the provisions of this Lease.

b. This Lease shall not be terminated by the Government, except in accordance with the terms of the Contract and the Condition on **COMPLIANCE, DEFAULTS, CLOSURE AND TERMINATION** of this Lease.

4. CONSIDERATION

The consideration for this Lease is the operation and maintenance of the Premises and the construction, operation, maintenance, management, renovation, replacement, rehabilitation and development of the facilities and Improvements all in accordance with the terms of the Contract as well as the due and faithful performance of all of the terms and conditions of the Contract by the Contractor/Lessee.

5. NOTICES

All correspondence and notices to be given pursuant to this Lease shall be addressed, if to the Contractor/Lessee, to _____, if to the Guaranteed Lender, to _____ and, if to the Government, to the District Engineer, Attention: Chief, Real Estate Division, 215 N. 17th Street, Omaha, Nebraska 68102-4978, and to Commander, Fort Carson, Colorado 80913, or their designated representatives as may from time to time otherwise be directed by the parties. Any notice, demand or request required or permitted to be given under this Lease by any party shall be personally delivered (confirmed receipt requested) or sent by recognized overnight courier or by certified mail, return receipt requested, postage prepaid and shall be effective upon actual receipt if delivered personally and signed for, upon the next business day after proper deposit with an overnight courier, and upon the third business day after mailing if by certified mail.

6. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Contractor/Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives, except tenants of individual housing units. Notwithstanding any delegation to any sublessees, assignees, transferees, successors and their duly authorized representatives, "Contractor/Lessee" is solely responsible for all of its obligations and duties under this Lease.

7. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the Premises shall be subject to the general supervision and approval of the Fort Carson Installation Commander, hereinafter referred to as "said officer", and to such rules and regulations as may be prescribed from time to time by said officer covering the operation, security, access, or other aspects of the mission of Fort Carson.

8. TITLE TO IMPROVEMENTS

a. All of the Improvements shall be and remain the property of the Contractor/Lessee during the term of this Lease, except as otherwise provided in the condition on **RESTORATION**. The Contractor/Lessee's fee ownership of the Improvements during the term of this Lease, is separate and apart from, and shall not merge with, the Contractor/Lessee's interest in the Premises.

b. Upon termination of this Lease, whether by expiration of the term or otherwise, title to all Improvements then located on the Premises, shall be treated in accordance with the Condition on **RESTORATION** of this Lease.

9. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. The Contractor under the Contract shall be the Lessee under this Lease. Any party approved, in writing by the Secretary, as the successor to the Contractor under the terms of the Contract shall succeed to the position of Lessee under the terms of this Lease and the Secretary and such successor shall execute such amendments to this Lease as necessary to evidence that succession.

b. The Contractor/Lessee may allow independent private service companies to enter and conduct business on the Premises for the benefit of the Contractor/Lessee's tenants on an as-called basis without a formal sublease or license agreement, provided that the service is occasional and incidental to the Contractor/Lessee's operation. These arrangements are not subject to the approval requirement of subsection a. above.

c. In the event of the imminent or actual termination of the Contract or this Lease or the Contractor/Lessee's operating rights and privileges thereunder or hereunder pursuant to the termination provisions of the Contract and this Lease or for any other reason including, without limitation, in the event of rejection or disaffirmance of the Contract or this Lease pursuant to bankruptcy law or other law affecting creditors' rights, the Secretary shall provide the Guaranteed Lender with notice thereof and the opportunity to cure the Contractor/Lessee's default and/or acquire or succeed to the rights and privileges of Borrower under the Contract and this Lease at the time, to the extent and in the manner set forth in the Guaranty Agreement. Notwithstanding any such termination of the Contract and/or this Lease, or the Contractor/Lessee's rights

thereunder and/or hereunder, and subject to the rights of the Guaranteed Lender to elect not to assert or exercise any rights under the Guaranty Agreement and to permit such documents to be terminated, the Secretary and Guaranteed Lender agree that as between such parties, the Guaranteed Lender shall be deemed to have succeeded, and shall succeed, to the Contractor/Lessee's operating rights and privileges under this Lease, and for such purposes, this Lease shall be deemed to have continued and to have been assumed by the Guaranteed Lender as the new Contractor/Lessee, all as more fully described in the Guaranty Agreement.

10. MORTGAGE OF PREMISES

a. No mortgage, security agreement or financing statement shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon the assets of the Contractor/Lessee, including this Lease, shall be issued, except for the purposes of installing, enlarging, refinancing or improving equipment and facilities located on the Premises and only then with the prior approval of the Secretary. In the event of default on such approved mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof shall succeed to the interest of the Contractor/Lessee in such assets but, except for the Guaranteed Lender or a Recognized Lender, shall not thereby acquire operating rights or privileges. Such operating rights or privileges shall be subject to disposition by the District Engineer.

b. The Guaranteed Lender shall have the right to acquire operating rights and privileges under this Lease as provided in Condition 9.c. hereof and in the Guaranty Agreement.

c. With the prior written consent of the Secretary and subject to such terms, conditions and time limitations as the Secretary may, in his discretion, establish, a Recognized Lender may succeed to the rights and duties of the Contractor/Lessee under this Lease and the Contract upon foreclosure of an approved mortgage held by the Recognized Lender.

11. APPLICABLE LAWS AND REGULATIONS

a. The Contractor/Lessee shall at all times during the existence of this Lease promptly observe and comply, at its sole cost and expense, with the provisions of all Federal, State, county and municipal laws, rules, regulations, orders, ordinances, and other governmental standards and requirements now in force or which may, at any time in the future, be enacted or directed and be, then, applicable and enforceable against the Premises or the Improvements which are applicable to the Premises or the Improvements, whether existing or to be constructed by the Contractor/Lessee, including, in particular, and without limitation, those provisions concerning (i) the protection of the environment and pollution control and abatement and (ii) occupational safety and health.

b. The Contractor/Lessee shall comply with all applicable State, county and municipal laws, ordinances, and regulations with regard to construction, sanitation, licenses or permits to do business, and all other matters. The Contractor/Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

c. The Premises are subject to the exclusive legislative jurisdiction of the Government.

d. The Contractor/Lessee agrees to pay any and all Impositions. Any and all taxes which have been allowed by an Act of Congress and are imposed by the State or its political subdivisions upon the property or interest of the Contractor/Lessee in the Premises shall be paid promptly by the Contractor/Lessee. If and to the extent that the property located on the Premises which is owned by the Government is later made taxable by State or local governments under an Act of Congress, such taxes shall be paid by the Contractor/Lessee.

e. The Government makes no representations regarding the applicability of any taxes upon the Premises. Lessee acknowledges and agrees that it has retained and is relying upon counsel, accountants and/or such other representatives or agents of its choosing with respect to any and all tax issues and advice.

f. Responsibility for compliance with applicable laws and regulations as specified in this Condition 11 rests exclusively with the Contractor/Lessee. The Secretary assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority. The Contractor/Lessee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Contractor/Lessee's use and occupation of the Premises.

g. The Contractor/Lessee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in this Condition 11. The Secretary shall not be required to join in or assist the Contractor/Lessee in any such proceedings.

h. A determination by the applicable Federal, State or local authority that the Contractor/Lessee has complied with applicable laws and regulations, including, without limitation, local building codes, is not binding upon the Government as to the matter so determined, if and to the extent that the Contract contemplates that such determination shall be made by the Secretary or a different party.

12. CONDITION OF PREMISES

a. The Contractor/Lessee acknowledges that it has inspected the Premises, knows its condition, and understands and agrees that the same is leased without any representations or warranties whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

b. Prior to execution of this Lease, the Officer having jurisdiction and the Contractor/Lessee jointly conducted an inventory and condition survey of the Premises and Improvements, including the environmental condition. Such survey is documented in a survey report (Premises Survey) prepared by the Officer having jurisdiction and signed by the duly authorized representatives of both parties, a copy of which is attached hereto as Exhibit B and made a part hereof. The Premises Survey refers to and incorporates the Preliminary Assessment Screening (PAS) documents, as extracted from Tab C of the Environmental Assessment for the Fort Carson Affordable Housing Program, June 1996 (which is hereby incorporated by reference) ("EA"), in accordance with the **Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)**, 42 U.S.C. 9601 et. seq., as amended, as well as other environmental reports, and other environmental conditions that may not be specifically identified in the PAS. The Contractor/Lessee hereby acknowledges receipt of the Premises Survey and the PAS. A PAS documents the known history of the property with regard to the storage, release or disposal of hazardous substances thereon. Upon expiration, termination or relinquishment of this Lease, the Officer having jurisdiction and the Contractor/Lessee will jointly conduct a close-out survey, to include both the Premises and the Improvements. In addition, an updated PAS shall be prepared by the Contractor/Lessee at the Contractor/Lessee's expense. The Officer having jurisdiction will prepare a close-out report based upon the close-out survey and updated PAS. All significant variances from the initial Premises Survey and any required environmental restoration shall be clearly documented in the close-out report. The close-out report and survey will constitute the basis for settlement by the parties for any leased property shown to be damaged, contaminated or destroyed during the Lease term and restoration of the Premises as required under this Lease. Any such requirements will be completed by the Contractor/Lessee in accordance with the Condition on **RESTORATION**.

c. The Contractor/Lessee acknowledges that it has reviewed the PAS, the EA and other environmental reports prior to accepting this Lease. The Contractor/Lessee has inspected, is aware of, and accepts the physical condition and environmental status of the property "as is" on this date and deems it to be safe for the intended use.

13. PROTECTION OF PROPERTY

a. The Contractor/Lessee shall keep the Premises and the Improvements in good order and in a clean, sanitary and safe condition by and at the expense of the Contractor/Lessee.

Except as shall be required to fulfill its obligations under the Contract, the Contractor/Lessee shall protect from damage all Improvements and utilities on the Premises.

b. The Contractor/Lessee shall be responsible for any damage that may be caused to property of the Government or a third party by the activities of the Contractor/Lessee, its contractors, subcontractors, agents or employees, and shall exercise due diligence in the protection of the Premises and all property located on the Premises against fire, casualty or damage from any and all other causes. Any property of the Government damaged or destroyed by the Contractor/Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor/Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Contractor/Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer. If the Contractor/Lessee fails or refuses to repair the damage promptly, the Government may have the necessary work performed and charge the cost to the Contractor/Lessee.

14. INSURANCE

a. At the commencement of this Lease, the Contractor/Lessee shall obtain, from a recognized insurance company, or companies, liability insurance in an amount not less than that which is commercially prudent, reasonable and consistent with sound business practices and, in every event, not less than a minimum Combined Single Limit of \$5,000,000 (with such amount adjusted annually during the term of this Lease based on the Consumer Price Index), for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Contractor/Lessee, its employees, subcontractors, licensees and sublessors on or with respect to the Premises and/or this Lease. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal, extension or modification of this Lease.

b. The Contractor/Lessee shall require its sublessees, subcontractors, vendors and licensees, at the commencement of operating under the terms of this Lease, to obtain, from a recognized insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the sublessees and licensees on or with respect to the Premises and/or this Lease.

c. At all times during the term of this Lease, the Contractor/Lessee shall procure and maintain at the Contractor/Lessee's cost a standard fire and extended coverage insurance policy or policies on the Premises and the Improvements (including Government-Owned Improvements) to the full insurable replacement value thereof. For so long as the Guaranteed Loan shall be

outstanding, (i) the terms of any such insurance policy shall be as required by the Guaranteed Lender, (ii) the proceeds thereof shall be paid and applied in accordance with any mortgage securing the Guaranteed Loan, and (iii) if the proceeds of any fire and extended coverage insurance policy on the Improvements are applied to the repair, restoration or replacement of the Improvements and the Premises, or any portion thereof, are damaged or destroyed, the proceeds of any fire and extended coverage insurance policy on the Premises shall be similarly applied. If the Guaranteed Loan shall not be outstanding but there shall be a mortgage on the Improvements held by a Recognized Lender and approved by the Secretary in accordance with Condition 10.a., the terms of any such fire and extended coverage insurance policy on the Improvements shall be as required by the Recognized Lender and the proceeds thereof shall be paid and applied in accordance with such mortgage. If there is no longer a mortgage held by the Guaranteed Lender or a Recognized Lender with respect to the Improvements, the fire and extended coverage insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the Government, shall be payable to the Contractor/Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed. If the Government does not elect by notice in writing to the insurer within 60 days after it receives notice of the applicable damage or destruction to the Improvements to have the proceeds paid to the Contractor/Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the Government and the Contractor/Lessee in accordance with their respective interests in the Premises and the Improvements. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore or replace the Premises or any part thereof or shall prevent the Guaranteed Lender or a Recognized Lender from requiring insurance of a type and in an amount different from the Government, if any, as applicable.

d. The Contractor/Lessee shall purchase and maintain any other type of insurance which is commercially reasonable and prudent for the type of business activity conducted on the Premises. Neither the failure to purchase, or the purchase of such insurance shall in any way relieve the Contractor/Lessee of liability to the Government.

e. Any and all insurance required to be maintained by the Contractor/Lessee or by its sublessees or licensees under this Lease shall be at the Contractor/Lessee's or its sublessee's or licensee's sole cost and expense, shall be issued by an insurance company, or companies, which are licensed to do business in the state in which the Premises is located and which are reasonably acceptable to the Government. On or before the execution of this Lease, and thereafter immediately following their renewal, the Contractor/Lessee shall provide or shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance or insurance binders evidencing the purchase of such insurance. The Contractor/Lessee shall require that the insurance company give the District Engineer at least 30 days written notice of any non-renewal, cancellation or change in such insurance. The District Engineer may at his option require closure of any or all of the Premises and the Improvements during any period for which the Contractor/Lessee does not have the required insurance coverage or may obtain at the Contractor/Lessee's sole cost and expense

the required insurance coverage from such companies and at such rates as he determines, and the Contractor/Lessee shall promptly reimburse the Government for any and all costs of obtaining such insurance following the Government's demand for repayment.

15. RIGHT TO ENTER

The right is reserved to the Government, its officers, agents, and employees (i) to enter upon the Premises and the Improvements at any time and for any purpose necessary or convenient in connection with Government purposes, (ii) to make such inspections of the Improvements and the Premises as it shall deem appropriate, and (iii) to make any other use of the Premises as may be necessary in connection with Government purposes, and in any such event, the Contractor/Lessee shall have no claim for damages on account thereof against the Government or any officer, agent, or employee thereof, except as provided in the Contract. Except in the case of emergencies as determined in the sole discretion of the Government, in which event the Government shall have the right to enter at any time without prior announcement, the Government shall enter the Premises only following reasonable notice to the Contractor/Lessee and the affected tenants and during normal business hours.

16. INDEMNITY

a. The Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Contractor/Lessee, or for damages to the property or injuries to the person of the Contractor/Lessee's officers, agents or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Contractor/Lessee shall hold the Government harmless from any and all such claims not including damages due to the fault or negligence of the Government or its contractors.

b. Subject to the conditions hereinafter set forth, the Contractor/Lessee shall indemnify and hold harmless the Government from any Government Liabilities arising (i) by or as a result of any action of any Federal, State or local agency or authority resulting from the release or threatened release of any Hazardous Substances into any environmental medium arising or by reason of any action or inaction by the Contractor/Lessee or any affiliate, or the Contractor/Lessee's agents, employees or contractors, (ii) by or as a result of any action or inaction of any party other than a Federal, State or local agency or authority resulting from the release or threatened release of any Hazardous Substances into any environmental medium arising or by reason of any action or inaction by the Contractor/Lessee or any affiliate or the Contractor/Lessee's agents, employees or contractors, (iii) by or as the result of the violation of any Federal or State environmental law by the Contractor/Lessee or any affiliate, or the Contractor/Lessee's agents, employees or contractors, or (iv) under CERCLA, or any similar State law as a result of the shipment or disposal of any Hazardous Substances in a manner giving

rise to liability under those statutes by the Contractor/Lessee or any affiliate (collectively, the "Government Indemnified Claims").

c. The Contractor/Lessee's obligation with respect to the Government Indemnified Claims shall include and shall not be limited to payment of all liabilities which the Government is required to pay pursuant to a valid judgment of a competent court or a valid administrative order of a competent regulatory agency or pursuant to any settlement which the Contractor/Lessee has approved in writing, which approval shall not be unreasonably withheld, provided, however, that a rejection of any settlement offer as a result of a good faith judgment by the Contractor/Lessee that the potential judgment plus attorney's fees and costs, including consultant and expert witness fees, would not exceed the settlement amount shall not be deemed to be unreasonable.

d. The Contractor/Lessee shall also indemnify and hold harmless the Government with respect to any damage that may be caused by the Contractor/Lessee, its contractors, subcontractors, agents or employees, to any improvements, utilities or property of a third party, the locations of which are made known or should be known by the Contractor/Lessee.

17. RESTORATION

a. Upon expiration of the term of this Lease, the Secretary may, at the Secretary's option, require the Contractor/Lessee to demolish and remove any Improvements and to restore the Premises to the satisfaction of the Government. In the event that the Contractor/Lessee shall fail or neglect so to restore the Premises, then, the Government may cause the Improvements and any other property to be removed at no cost to the Government and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration. The Contractor/Lessee shall pay on demand the amount of any sum which may have been expended by the Government after the termination of this Lease in restoring the Premises. Title to all Improvements then located on the Premises shall revert to or be conveyed to the Government without compensation to the Contractor/Lessee therefor, free and clear of all liens, encumbrances, and claims to or against them by the Contractor/Lessee or any third person firm or entity, including, but not limited to any mortgagee or lender. If requested to do so by the District Engineer, the Contractor/Lessee shall deliver any deeds, assignments, or other instruments of conveyance necessary to evidence such reversion of title to the Government. For purposes of carrying out this provision, the Contractor/Lessee hereby irrevocably constitutes and appoints the District Engineer its true and lawful attorney-in-fact with full power of substitution, to execute, acknowledge, and deliver any such instruments in the name and on behalf of the Contractor/Lessee. This power of attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

b. Should this Lease be terminated prior to its expiration for the convenience of the Government, the Contractor/Lessee shall vacate the Premises, remove its personal property therefrom and the Improvements shall be abandoned in place. Title to all Improvements then

located on the Premises shall revert to or be transferred to the Government, as hereinabove provided and in accordance with the resolution between the Contractor/Lessee and the Government pursuant to the terms of the Contract.

c. Should this Lease be terminated for cause or default of the Contractor/Lessee, the Contractor/Lessee shall vacate the Premises and the Improvements shall be abandoned in place. Title to all Improvements then located on the Premises shall revert to or be conveyed to the Government without compensation to the Contractor/Lessee therefor, as hereinabove provided. Notwithstanding the foregoing, the Secretary may, at the Secretary's option, require the Contractor/Lessee to demolish and remove any Improvements and restore the Premises to the satisfaction of the Government. In the event that the Contractor/Lessee shall fail or neglect so to restore the Premises or to remove any of its property remaining on the Premises, then, at the option of the Government, the property shall become either the property of the Government without compensation therefor, or the Government may cause the property to be removed and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration. The Contractor/Lessee shall also pay on demand the amount of any sum which may have been expended by the Government after the termination of this Lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Contractor/Lessee shall not discriminate against any person or persons or exclude them from participation in the Contractor/Lessee's operations, programs or activities conducted on the Premises, because of race, color, religion, sex, age, handicap, or national origin.

b. The Contractor/Lessee, by acceptance of this Lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Contractor/Lessee, its agents, successors, transferees, sublessees and assignees.

c. The Contractor/Lessee will comply with the Fair Housing Act of 1988, as amended, and the Americans with Disabilities Act, as amended.

19. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, and to those subsequently granted by the Government, as well as to established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be

coordinated with the Contractor/Lessee, and easements will not be granted which will materially interfere with the use of the Premises by the Contractor/Lessee, unless the Government and the Contractor/Lessee shall agree as to the compensation for any such easement or route or except as shall be otherwise provided in the Contract.

20. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by BLM. The Secretary will use good faith to provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Contractor/Lessee's operations or would be contrary to local law.

21. COMPLIANCE, DEFAULTS, CLOSURE, AND TERMINATION

a. The Contractor/Lessee is charged at all times with full knowledge of all the limitations and requirements of this Lease and the Contract, and with the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer and said officer. This Lease may be terminated in the event that the Contractor/Lessee violates any of its terms and conditions, or the terms and conditions of the Contract, and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by any sublessees or licensees beyond the applicable notice of cure period, if any. The exercise of the Government's rights to terminate this Lease in accordance with this Condition 21.a. (i) shall be consistent with the various cure and succession rights hereinabove provided to the Guaranteed Lender and any Recognized Lender and (ii) shall not preclude the Government from exercising any legal remedy available to it under the provisions of the Contract.

b. In addition to the rights of termination for non-compliance, the District Engineer, upon discovery of any hazardous conditions within the area covered by this Lease that presents an immediate threat to health and/or danger to life or property, will so notify the Contractor/Lessee and will require that the affected part or all of the Premises be closed to the public and the individual tenants until such condition is corrected and the danger to the public eliminated to the satisfaction of the District Engineer.

c. In addition to other specific conditions of this Lease, each of the following events shall be a default by the Contractor/Lessee and deemed to place the Contractor/Lessee in non-compliance with this Lease:

(1) Abandonment of the Premises or the Improvements. Abandonment of the Premises or of the Improvements now existing or later constructed on the Premises, where such abandonment continues for a period of ten days after notice by the Secretary to the Contractor/Lessee.

(2) Attachment or Other Levy. If any or all of the Premises or any right or interest of the Contractor/Lessee in the Premises is subjected to attachment, execution or other levy, or to seizure under legal process which is not released within 30 days.

(3) Insolvency; Bankruptcy. An assignment by the Contractor/Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against the Contractor/Lessee under any law for the purpose of adjudicating the Contractor/Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of the Contractor/Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; unless, in case of involuntary actions only, such actions, proceedings, and all consequent orders, are dismissed, vacated or terminated within 60 days.

(4) Default in Payment. Failure of the Contractor/Lessee to pay, when due and payable, any impositions or other monetary obligations of any nature whatsoever required to be paid by the Contractor/Lessee under or as a consequence of this Lease or in accordance with any mortgage held by the Guaranteed Lender or a Recognized Lender. For purposes of this Condition 21, monetary obligations required to be made under or as a consequence of this Lease shall include, without limitation, replacement reserves, taxes, insurance premiums, and other assessments.

(5) Breach of Warranty. Breach of any warranties or representations of the Contractor/Lessee under this Lease which have a material adverse effect on the Government.

d. The Contractor/Lessee will be notified of any non-compliance, which shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or termination of this Lease, after notice in writing of such intent (Termination Notice). In the event of a Termination Notice, the Government shall have the right to re-enter and assume possession of the Premises, subject to the various cure and succession rights of the Guaranteed Lender and any Recognized Lender as set forth in Condition 9 of this Lease and the Guaranty Agreement. In acting upon future requests by the Contractor/Lessee to extend this Lease, expand the Premises, modify authorized activities, or assign this Lease, the Government may take into consideration the Contractor/Lessee's past performance and compliance with the Lease terms.

e. In addition to the circumstances set forth above, the Government may terminate this Lease in whole or in part if: (i) the Contract is terminated in accordance with its terms; (ii) during any national emergency declared by the President or Congress, the Secretary determines that such a termination is necessary; or (iii) the Secretary determines that termination of this Lease is required for military purposes or is necessary in the interest of national defense. The Contractor/Lessee will be given 30 days prior written notice by the District Engineer in the event this Lease is terminated in accordance with this condition, except in the case of clause (ii) above,

in which case advance notice to the Contractor/Lessee shall not be required. The rights and remedies of the Contractor/Lessee in the event of any such termination will be governed by the Contract.

22. PROHIBITED USES

a. The Contractor/Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. Except as otherwise authorized under the Contract, the Contractor/Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement on the Premises without prior written approval of said officer.

23. NATURAL RESOURCES

The Contractor/Lessee shall conduct no mining operations, remove no sand, gravel or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises except as set forth in the Contract or authorized in writing by the District Engineer.

24. DISPUTES CLAUSE

a. Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Contractor/Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, including without limitation any obligation to engage in environmental removal or restoration activities, or to pay a sum certain in the event that Lessee fails or neglects to remove its property and to restore the premises; or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the Contractor/Lessee. However, a written demand or written assertion by the Contractor/Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Contractor/Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Contractor/Lessee shall be subject to a written decision by the District Engineer.

(2) For Contractor/Lessee claims exceeding \$100,000, the Contractor/Lessee shall submit with the claim a certification that-

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Contractor/Lessee's knowledge and belief; and

(iii) the amount requested accurately reflects this Lease adjustment for which the Contractor/Lessee believes the Government is liable.

(3) (i) If the Contractor/Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Contractor/Lessee is not an individual, the certification shall be executed by -

(A) a senior company official in charge of the Contractor/Lessee's location involved; or

(B) an officer or general partner of the Contractor/Lessee having overall responsibility of the conduct of the Contractor/Lessee's affairs.

d. For the Contractor/Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Contractor/Lessee, render a decision within 60 days of the request. For the Contractor/Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Contractor/Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Contractor/Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Contractor/Lessee is submitted to the District Engineer or a claim by the Government is presented to the Contractor/Lessee, the parties, by mutual consent, may submit the dispute to an alternative dispute resolution procedure authorized by the Administrative Dispute Resolution Act of 1986, P.L. No. 104-320 (to be codified at 5 U.S.C. §§ 571 et. seq.). When using alternate dispute resolution procedures, any claim regardless of amount, shall be accompanied by the certificate described in subparagraph c.(2) of this clause, and executed in accordance with subparagraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if

required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Contractor/Lessee shall proceed diligently with the performance of this Lease, pending final resolution of any request for relief, claim, or action arising under this Lease, and comply with any decision of the District Engineer.

25. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this Lease shall protect the Premises against pollution of its air, ground, and water. Neither this Lease nor the Contract purports to create any new responsibilities or liabilities for Hazardous Substances, under applicable Federal, State or local environmental laws and regulations, or to otherwise transfer those responsibilities or liabilities. The Contractor/Lessee shall comply with all applicable laws and regulations, as well as all orders of any court of competent jurisdiction or any governmental agency having jurisdiction over the property affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this Lease. The Contractor/Lessee shall not discharge waste or effluent from the Improvements or the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Contractor/Lessee shall use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the activities of the Contractor/Lessee, the Contractor/Lessee shall be liable to restore or pay for the damaged resources to the extent specified by applicable statutes and regulations.

c. The Contractor/Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

26. HISTORIC PRESERVATION

The Contractor/Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the

Contractor/Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

27. SOIL AND WATER CONSERVATION

The Contractor/Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Contractor/Lessee during the term of this Lease, and the Contractor/Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Contractor/Lessee shall be corrected by the Contractor/Lessee as directed by the said officer.

28. COVENANT AGAINST CONTINGENT FEES

The Contractor/Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Contractor/Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or, in its discretion, to require the Contractor/Lessee to pay, in addition to this Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

29. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

30. SEVERAL CONTRACTOR/LESSEES

If more than one Contractor/Lessee is named in this Lease the obligations of said Contractor/Lessee herein contained shall be joint and several obligations.

31. MODIFICATIONS

This Lease, the Contract and the Guaranty Agreement contain the entire agreement between the parties hereto, and no modification of this Lease, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

32. DISCLAIMER

This Lease is effective only insofar as the rights of the Government in the Premises are concerned; and the Contractor/Lessee shall obtain any permit or license which may be required by Federal, State, or local statute in connection with the use of the Premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the Government, pursuant to the provisions of Condition 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. §403), and Section 404 of the Clean Waters Act (33 U.S.C. §1344).

33. COST OF UTILITIES

The Contractor/Lessee shall pay the cost, as determined by the Officer having jurisdiction over the Premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Contractor/Lessee, including the Contractor/Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. Except as may be otherwise provided in the Contract, the Secretary shall be under no obligation to furnish utilities or services to the Premises or the Improvements. Payment shall be made in the manner prescribed by the Officer having such jurisdiction over the Premises, in accordance with a Utility Contract which will be entered into by the Contractor/Lessee prior to execution of this Lease or at such other times as the parties shall determine appropriate.

34. RECORDATION

At the option of either party, either this Lease or a memorandum of the Lease may be recorded among the land records of the local jurisdiction in which the Premises are located.

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 19__.

THIS LEASE is also executed by the Contractor/Lessee this _____ day of _____, 19__.

(ADD ACKNOWLEDGEMENTS)

AREA A

EXHIBIT "A"
TO
LEASE NO. DACA45-1-98-6022
FORT CARSON MILITARY RESERVATION
EL PASO COUNTY, COLORADO

PROPERTY DESCRIPTION

A portion of Section 8, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at northwest corner of said Section 8, whence the northeast corner of the Northwest Quarter of said Section 8 bears N89°43'16"E a distance of 2647.40 feet;
THENCE S14°50'22"E a distance of 1411.72 feet to the POINT OF BEGINNING;
THENCE the following three (3) courses along the southeasterly right of way line of Colorado S Highway 115 and Colorado State Highway 83 as shown on Project SU 0170(9) SEC.2:
1) N27°27'38"E a distance of 512.37 feet;
2) THENCE N53°42'07"E a distance of 279.96 feet;
3) THENCE N67°51'05"E a distance of 443.57 feet;
THENCE S84°56'53"E a distance of 829.22 feet;
THENCE S03°09'33"W a distance of 481.39 feet;
THENCE N89°13'26"E a distance of 518.59 feet;
THENCE S00°37'30"E a distance of 1121.63 feet;
THENCE S88°06'53"W a distance of 677.54 feet;
THENCE N13°33'43"W a distance of 372.40 feet;
THENCE N20°17'03"W a distance of 469.66 feet;
THENCE N87°08'26"W a distance of 474.77 feet;
THENCE S20°59'40"W a distance of 237.79 feet;
THENCE N85°20'55"W a distance of 93.44 feet;
THENCE N10°55'50"E a distance of 158.26 feet;
THENCE N78°15'48"W a distance of 667.12 feet to the POINT OF BEGINNING.

Containing 46.687 acres, more or less.

PROPERTY DESCRIPTION

A portion of Section 8 and Section 17, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the northwest corner of said Section 8, whence the northeast corner of the Northwest Quarter of said Section 8 bears N89°43'16"E a distance of 2647.40;

HENCE S14°50'22"E a distance of 1411.72 feet to the POINT OF BEGINNING;

HENCE S78°15'48"E a distance of 667.12 feet;

HENCE S10°55'50"W a distance of 158.26 feet;

HENCE S85°20'55"E a distance of 93.44 feet;

HENCE N20°59'40"E a distance of 237.79 feet;

HENCE S87°08'26"E a distance of 474.77 feet;

HENCE S20°17'03"E a distance of 469.66 feet;

HENCE S13°33'43"E a distance of 372.40 feet;

HENCE N88°06'53"E a distance of 677.54 feet;

HENCE S01°05'10"E a distance of 755.69 feet;

HENCE S06°07'25"E a distance of 882.59 feet;

HENCE S14°41'49"E a distance of 391.49 feet;

HENCE S18°39'39"E a distance of 1117.26 feet;

HENCE S23°07'29"E a distance of 1099.90 feet;

HENCE S69°33'38"W a distance of 225.02 feet;

HENCE S84°25'56"W a distance of 323.26 feet;

HENCE N85°06'09"W a distance of 601.44 feet;

HENCE S40°05'32"E a distance of 18.92 feet;

HENCE N81°22'13"W a distance of 101.05 feet;

HENCE N54°48'27"E a distance of 45.79 feet;

HENCE N05°09'05"E a distance of 39.29 feet;

HENCE N05°00'41"E a distance of 72.30 feet;

HENCE N84°55'31"W a distance of 135.11 feet;

HENCE N28°14'31"W a distance of 260.37 feet;

HENCE N10°17'43"W a distance of 392.44 feet;

HENCE N55°07'34"W a distance of 121.04 feet;

HENCE N34°48'22"E a distance of 88.86 feet;

HENCE N55°06'49"W a distance of 187.39 feet;

HENCE N78°45'30"W a distance of 761.45 feet;

HENCE N06°15'15"E a distance of 313.91 feet;

HENCE N77°36'53"W a distance of 617.35 feet;

HENCE N04°17'54"W along the easterly right of way line of Colorado State Highway 115

is shown on Project 72-A(1) a distance of 3018.05 feet;

HENCE the following three (3) courses along the southeasterly right of way line of Colorado State Highway 115 and Colorado State Highway 83 as shown on Project SU 0170(9) SEC.2:

1) N14°08'12"E a distance of 158.11 feet;

2) THENCE N04°17'54"W a distance of 210.00 feet;

3) THENCE N27°27'38"E a distance of 46.01 feet to the POINT OF BEGINNING.

Containing 210.144 acres, more or less.

AREA C

PROPERTY DESCRIPTION

A portion of Section 8 and Section 17, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at northwest corner of said Section 8, whence the northeast corner of the Northwest Quarter of said Section 8 bears N89°43'16"E a distance of 2647.40;

THENCE S06°29'31"E a distance of 4808.59 feet to the POINT OF BEGINNING;

THENCE S77°36'53"E a distance of 517.35 feet;

THENCE S06°15'15"W a distance of 313.91 feet;

THENCE S78°45'30"E a distance of 751.45 feet;

THENCE S55°06'49"E a distance of 187.39 feet;

THENCE S34°48'22"W a distance of 88.86 feet;

THENCE S55°07'34"E a distance of 121.04 feet;

THENCE S10°17'43"E a distance of 392.44 feet;

THENCE S28°14'31"E a distance of 260.37 feet;

THENCE S84°56'31"E a distance of 135.11 feet;

THENCE S05°00'41"W a distance of 72.30 feet;

THENCE N88°07'18"W a distance of 151.29 feet;

THENCE N42°56'45"W a distance of 71.44 feet;

THENCE S84°37'22"W a distance of 69.06 feet;

THENCE S01°19'55"W a distance of 41.36 feet;

THENCE N65°06'29"W a distance of 217.16 feet;

THENCE the following seven (7) courses along the northeasterly easement line of Colorado State Highway 115 and O'Connell Blvd. as shown on Project A-R-AD 34(1):

1) N85°04'54"W a distance of 320.07 feet;

2) THENCE N79°56'24"W a distance of 185.34 feet;

3) THENCE N67°11'24"W a distance of 20.30 feet;

4) THENCE N54°26'24"W a distance of 185.34 feet;

5) THENCE N49°19'04"W a distance of 181.45 feet;

6) THENCE N48°17'30"W non tangent with the following described curve a distance of 147.43 feet

7) THENCE along the arc of a curve to the right, having a central angle of

36°56'51", a radius of 1382.39 feet, a chord bearing N27°49'36"W a

distance of 876.08 feet, and an arc distance of 891.44 feet;

THENCE N04°17'54"W non tangent with the last described curve and along the easterly right-of-way line of Colorado State Highway 115 as shown on Project 72-A(1) a distance of 348.14 feet to the POINT OF BEGINNING.

Containing 31.902 acres, more or less.

PROPERTY DESCRIPTION

A portion of Section 17, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

BEGINNING at the northeast corner of the Southwest Quarter of Section 17, said Township 15 South, Range 66 West, whence the southwest corner of said Section 17 bears S01°05'36"E a distance of 3639.92 feet;

THENCE N81°54'25"E a distance of 899.96 feet to the POINT OF BEGINNING;

THENCE N34°03'39"E a distance of 240.36 feet;

THENCE N06°59'25"E a distance of 332.83 feet;

THENCE N19°45'11"W a distance of 190.54 feet;

THENCE the following seven (7) courses along the southerly line of Lease No.

DACA45-1-93-0847 between the Secretary of the Army and the El Paso County School District No. 8:

1) N41°47'10"E a distance of 103.00 feet;

2) THENCE N77°51'43"E a distance of 525.83 feet;

3) THENCE N12°08'17"W a distance of 20.14 feet;

4) THENCE N77°51'43"E tangent with the following described curve a distance of 258.78 feet;

5) THENCE along the arc of a curve to the right, having a central angle of 17°11'01",

a radius of 300.00 feet, a chord bearing N06°27'13"E a distance of 89.64 feet,

and an arc distance of 89.97 feet;

6) THENCE S84°57'18"E tangent with the last described curve a distance of 242.85 feet;

7) THENCE S79°57'33"E a distance of 96.50 feet;

THENCE N05°02'07"E along the easterly line of said Lease No. DACA45-1-93-0847 a distance of 140.00 feet;

THENCE N04°53'27"E a distance of 367.62 feet;

THENCE N48°22'11"W a distance of 28.46 feet;

THENCE S84°39'59"E a distance of 839.70 feet;

THENCE S46°37'35"E a distance of 498.79 feet;

THENCE S25°02'03"E a distance of 385.19 feet;

THENCE S68°17'40"W a distance of 304.97 feet;

THENCE N25°01'01"W a distance of 75.47 feet;

THENCE N06°22'52"W a distance of 121.46 feet;

THENCE S38°48'08"W a distance of 14.41 feet;

THENCE S56°21'51"E a distance of 24.35 feet;

THENCE S36°52'33"W a distance of 41.33 feet;

THENCE S61°24'57"W a distance of 82.58 feet;

THENCE S69°04'21"W a distance of 90.74 feet;

THENCE N11°33'16"W a distance of 24.35 feet;

THENCE S08°42'20"W a distance of 131.53 feet;

THENCE S08°04'17"W a distance of 309.18 feet;

THENCE S33°58'58"W a distance of 7.50 feet;

THENCE S88°54'37"W a distance of 372.97 feet;

THENCE S74°14'18"W a distance of 35.72 feet;

THENCE S14°29'55"W a distance of 344.04 feet;

THENCE S16°31'20"E a distance of 284.80 feet;

THENCE S77°20'19"E a distance of 29.01 feet;

THENCE N72°01'01"E a distance of 880.67 feet;

THENCE S15°14'47"E a distance of 25.22 feet;

THENCE N70°21'37"E a distance of 110.74 feet;

THENCE S18°35'19"W a distance of 50.96 feet;

THENCE S27°23'00"E a distance of 203.33 feet;

THENCE N63°13'23"E a distance of 23.96 feet;

THENCE S27°09'06"E a distance of 123.33 feet;

THENCE S58°58'57"W a distance of 23.34 feet;

THENCE S27°24'03"E a distance of 141.67 feet;

THENCE N50°58'40"E a distance of 19.44 feet;

THENCE S27°24'07"E a distance of 915.95 feet;

THENCE S36°44'17"W a distance of 21.00 feet;

THENCE S27°21'59"E a distance of 584.67 feet;

THENCE S89°25'57"E a distance of 63.78 feet;

THENCE S61°40'02"W a distance of 131.09 feet;

THENCE N26°10'59"E a distance of 95.10 feet;

THENCE N27°26'51"W a distance of 246.36 feet;

THENCE N72°09'55"W a distance of 41.59 feet;

THENCE S64°18'40"W a distance of 143.29 feet;

THENCE S88°04'28"W a distance of 299.85 feet;

THENCE S72°02'22"W a distance of 175.68 feet;

THENCE S73°31'46"W a distance of 140.02 feet;

THENCE S77°38'21"W a distance of 231.86 feet;

THENCE S31°35'48"W a distance of 43.35 feet;

THENCE S07°16'29"E a distance of 249.24 feet;

THENCE S59°40'40"E a distance of 49.94 feet;

THENCE S79°29'40"W a distance of 120.25 feet;

THENCE N34°13'06"E a distance of 58.87 feet;

THENCE N06°36'10"W a distance of 59.13 feet;

THENCE N15°02'34"E a distance of 32.11 feet;

THENCE N07°17'38"W a distance of 148.22 feet;

THENCE N50°15'34"W a distance of 38.19 feet;

THENCE S79°09'10"W a distance of 674.96 feet;

THENCE S38°00'17"W a distance of 101.07 feet;

THENCE S80°18'27"W a distance of 47.33 feet;

THENCE N31°09'47"W a distance of 22.48 feet;

THENCE N64°21'52"W a distance of 664.68 feet;

THENCE N16°41'32"W along the easterly right-of-way line of Colorado State Highway 115 as

shown on Project 72-A (1) a distance of 1813.07 feet to the POINT OF BEGINNING.

Containing 119.210 acres, more or less.

AREA E

PROPERTY DESCRIPTION

A portion of Section 21, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West, whence the northwest corner of the Southwest Quarter of said Section 17 bears N01°05'31"W a distance of 2639.92 feet;

THENCE S62°45'42"E a distance of 6775.21 feet to the POINT OF BEGINNING;

THENCE S40°23'45"E a distance of 92.69 feet;

THENCE S79°10'26"E a distance of 880.27 feet;

THENCE S69°32'55"E a distance of 112.81 feet;

THENCE N11°13'27"E a distance of 364.99 feet;

THENCE S77°43'04"E a distance of 812.67 feet;

THENCE S13°35'48"E a distance of 171.19 feet;

THENCE S08°00'50"E a distance of 283.03 feet;

THENCE S45°24'46"E a distance of 746.60 feet;

THENCE S00°30'04"W a distance of 538.27 feet;

THENCE S85°49'34"W a distance of 689.21 feet;

THENCE N41°03'13"W a distance of 213.75 feet;

THENCE N50°01'17"W a distance of 704.86 feet;

THENCE N45°53'34"W a distance of 488.13 feet;

THENCE N26°38'31"W a distance of 375.91 feet;

THENCE N04°38'16"E a distance of 335.14 feet;

THENCE N79°15'27"W a distance of 435.44 feet;

THENCE N79°16'16"W a distance of 54.47 feet;

THENCE S49°18'20"W a distance of 74.09 feet;

THENCE N00°21'34"W a distance of 148.97 feet to the POINT OF BEGINNING.

Containing 49.052 acres, more or less.

AREA F

PROPERTY DESCRIPTION

A portion of Section 21 , Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West, whence the northwest corner of the Southwest Quarter of said Section 17 bears N01°05'31"W a distance of 2639.92 feet;
THENCE S62°21'55"E a distance of 6924.45 feet to the POINT OF BEGINNING;
THENCE S79°15'27"E a distance of 435.44 feet;
THENCE S04°38'16"W a distance of 335.14 feet;
THENCE S26°38'31"E a distance of 375.91 feet;
THENCE S45°53'34"E a distance of 488.13 feet;
THENCE S66°01'17"E a distance of 704.86 feet;
THENCE S41°03'13"E a distance of 213.75 feet;
THENCE S85°49'32"W a distance of 1557.88 feet;
THENCE N84°36'48"W a distance of 121.09 feet;
THENCE N01°02'36"W a distance of 1640.89 feet to the POINT OF BEGINNING.

Containing 29.164 acres, more or less.

AREA G

PROPERTY DESCRIPTION

A portion of Section 20 and Section 21, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West, whence the northwest corner of the Southwest Quarter of said Section 17 bears N01°05'31"W a distance of 2639.92 feet;
THENCE S50°53'50"E a distance of 5717.54 feet to the POINT OF BEGINNING;
THENCE S77°51'56"E a distance of 311.17 feet;
THENCE S86°28'15"E a distance of 363.86 feet;
THENCE S64°07'32"E a distance of 232.47 feet;
THENCE S29°58'14"W a distance of 197.38 feet;
THENCE S65°26'17"E a distance of 280.47 feet;
THENCE S87°05'23"E a distance of 216.09 feet;
THENCE S00°18'51"E a distance of 300.78 feet;
THENCE S89°30'43"W a distance of 792.55 feet;
THENCE N85°12'25"W a distance of 109.47 feet;
THENCE N74°35'49"W a distance of 117.75 feet;
THENCE N61°25'36"W a distance of 145.03 feet;
THENCE N47°49'38"W a distance of 126.82 feet;
THENCE N40°32'11"W a distance of 338.39 feet;
THENCE N47°48'46"E a distance of 112.58 feet;
THENCE N28°04'19"E a distance of 205.51 feet;
THENCE N16°38'36"E a distance of 90.06 feet to the POINT OF BEGINNING.

Containing 17.494 acres, more or less.

PROPERTY DESCRIPTION

A portion of Section 20, Section 21, and Section 29, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West, whence the northwest corner of the Southwest Quarter of said Section 17 bears N01°05'31"W a distance of 2639.92 feet;
THENCE S53°12'34"E a distance of 4973.36 feet to the POINT OF BEGINNING;
THENCE N89°23'27"E a distance of 123.82 feet;
THENCE S03°57'01"E a distance of 30.31 feet;
THENCE N89°28'09"E a distance of 378.81 feet;
THENCE S02°09'02"E a distance of 384.71 feet;
THENCE S16°37'41"W a distance of 227.28 feet;
THENCE S16°38'36"W a distance of 90.06 feet;
THENCE S28°04'19"W a distance of 205.51 feet;
THENCE S47°48'46"W a distance of 112.58 feet;
THENCE S40°32'11"E a distance of 338.39 feet;
THENCE S47°49'38"E a distance of 126.82 feet;
THENCE S61°25'36"E a distance of 145.03 feet;
THENCE S74°35'49"E a distance of 117.75 feet;
THENCE S85°12'25"E a distance of 109.47 feet;
THENCE N89°30'43"E a distance of 792.55 feet;
THENCE N89°30'31"E a distance of 280.10 feet;
THENCE N42°38'26"E a distance of 44.84 feet;
THENCE S00°43'47"W a distance of 515.12 feet;
THENCE S74°01'09"W a distance of 733.07 feet;
THENCE S61°25'21"W a distance of 651.99 feet;
THENCE S55°00'31"W a distance of 203.08 feet;
THENCE S33°17'25"E a distance of 57.79 feet;
THENCE S60°35'36"W a distance of 95.66 feet;
THENCE N18°47'20"E a distance of 46.75 feet;
THENCE N28°25'14"W a distance of 226.90 feet;
THENCE S69°04'20"W a distance of 157.23 feet;
THENCE N29°05'11"W a distance of 291.34 feet;
THENCE N10°27'05"W a distance of 354.70 feet;
THENCE N10°26'08"W a distance of 327.64 feet;
THENCE N35°24'49"W a distance of 498.85 feet;
THENCE N21°36'36"W a distance of 279.10 feet;
THENCE N39°06'02"W a distance of 166.46 feet;
THENCE N38°27'40"E a distance of 244.27 feet;
THENCE N64°33'04"E a distance of 135.19 feet;
THENCE N00°41'10"W a distance of 156.70 feet;
THENCE N22°31'43"E a distance of 280.71 feet;
THENCE N89°34'58"E a distance of 110.92 feet;
THENCE N00°22'28"W a distance of 46.17 feet to the POINT OF BEGINNING.

Containing 58.747 acres, more or less.

AREA I

PROPERTY DESCRIPTION

A portion of Section 20 and 29, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West, whence the northwest corner of the Southwest Quarter of said Section 17 bears N01°05'31"W a distance of 2639.92 feet;
THENCE S48°57'19"E a distance of 3015.13 feet to the POINT OF BEGINNING;
THENCE S90°00'00"E along the southerly line of Lease No. DA-25-066-ENG-4488 between the Secretary of the Army and School District No. 8 in El Paso County, Colorado a distance 450.00 feet;
THENCE S00°00'00"W a distance of 200.00 feet;
THENCE S90°00'00"E a distance of 540.00 feet;
THENCE S39°53'14"E a distance of 1007.22 feet;
THENCE N89°29'19"E a distance of 72.08 feet;
THENCE S00°08'18"E a distance of 25.76 feet;
THENCE S00°22'28"E a distance of 46.17 feet;
THENCE S89°34'58"W a distance of 110.92 feet;
THENCE S22°31'43"W a distance of 280.71 feet;
THENCE S00°41'10"E a distance of 156.70 feet;
THENCE S64°33'04"W a distance of 135.19 feet;
THENCE S38°27'40"W a distance of 244.27 feet;
THENCE S39°06'02"E a distance of 166.46 feet;
THENCE S21°36'36"E a distance of 279.10 feet;
THENCE S35°24'49"E a distance of 498.85 feet;
THENCE S10°26'08"E a distance of 327.64 feet;
THENCE S62°52'22"W a distance of 596.71 feet;
THENCE N46°01'24"W a distance of 451.90 feet;
THENCE N37°57'18"W a distance of 1093.74 feet;
THENCE N37°55'04"W a distance of 457.47 feet;
THENCE N12°13'08"W a distance of 872.19 feet;
THENCE N10°05'00"E a distance of 328.79 feet;
THENCE N19°26'58"E a distance of 219.98 feet;
THENCE N26°39'25"E a distance of 200.46 feet to the POINT OF BEGINNING.

Containing 83.830 acres, more or less.

AREA J

PROPERTY DESCRIPTION

A portion of Section 19 and 30, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West, whence the northwest corner of the Southwest Quarter of said Section 17 bears

N01°05'31"W a distance of 2639.92 feet;

THENCE S19°06'35"W a distance of 4928.95 feet to the POINT OF BEGINNING;

THENCE S83°38'08"E a distance of 798.14 feet;

THENCE N87°23'20"E a distance of 272.37 feet;

THENCE S14°44'51"W a distance of 606.76 feet;

THENCE S13°08'10"E a distance of 651.84 feet;

THENCE S09°00'07"E a distance of 444.04 feet;

THENCE S06°57'10"E a distance of 270.62 feet;

THENCE S10°18'28"W a distance of 254.28 feet;

THENCE N65°03'08"W a distance of 299.93 feet;

THENCE N38°49'39"W a distance of 204.54 feet;

THENCE N64°43'19"W a distance of 719.26 feet;

THENCE the following three (3) courses along the easterly easement line of Colorado State Highway 115 as described in Contract No. DA-26-066-ENG-6235 dated August 3, 1960 between the Secretary of the Army and the State of Colorado (Department of Highways):

1) N01°20'33"E non tangent with the following described curve a distance of 250.20 feet;

2) THENCE along the arc of a curve to the left, having a central angle of 5°01'59", a radius of 5865.00 feet, a chord bearing N01°11'11"W a distance of 515.03 feet, and an arc distance of 515.20 feet;

3) THENCE N03°50'57"W non tangent with the last described curve a distance of 898.99 feet to the POINT OF BEGINNING.

Containing 42.531 acres, more or less.

AREA K

PROPERTY DESCRIPTION

A portion of Section 29 and 30, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of Section 17, said Township 15 South, Range 66 West; ~~whence~~ the northwest corner of the Southwest Quarter of said Section 17 bears N01°05'31"W a distance of 2639.92 feet;
THENCE S03°48'19"E a distance of 7471.08 feet to the POINT OF BEGINNING;
THENCE S07°03'29"W a distance of 1121.52 feet;
THENCE S81°22'42"W a distance of 598.28 feet;
THENCE N38°04'45"W a distance of 475.38 feet;
THENCE N55°09'14"W a distance of 604.54 feet;
THENCE S69°09'10"W a distance of 458.36 feet;
THENCE N07°21'49"W a distance of 397.11 feet;
THENCE the following three (3) courses along the easterly easement line of Colorado State Highway 115 as described in Contract No. DA-26-066-ENG-6235 dated August 3, 1960 between the Secretary of the Army and the State of Colorado (Department of Highways):
1) N01°00'35"W a distance of 88.97 feet;
2) THENCE N02°58'05"W a distance of 1001.18 feet;
3) THENCE N01°20'33"E a distance of 25.27 feet;
THENCE S64°47'21"E a distance of 943.75 feet;
THENCE N24°07'15"E a distance of 90.32 feet;
THENCE S64°57'03"E a distance of 1280.39 feet to the POINT OF BEGINNING.

Containing 58.078 acres, more or less.

PRELIMINARY

PROJECT MAP

DEPT. OF THE ☒

USING SERVICE ☒

LOCATION OF PROJECT

STATE ☒

COUNTY ☒

DIVISION ☒

DISTRICT ☒

ARMY AREA ☒

☒ MILLS ☒ OF ☒

☒ MILLS ☒ OF ☒

TRANSPORTATION FACILITIES

RAILROADS ☒

STATE ROADS ☒

FEDERAL ROADS ☒

ARLINES ☒

EXPLOSIVE OR OTHER HAZARDOUS MATERIALS

EXPLOSIVE FOR THE SPECIAL SYMBOLS SHOWN BELOW
 MAP SYMBOLS ARE STANDARD IN EXPLOSIVE
 HAZARDOUS AREA SYMBOL, SYMBOL, NO. 10.

RESERVATION LINE

RESERVATION LINE

TRACT BOUNDARY LINE

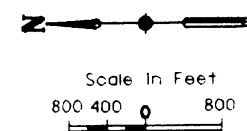
TRACT NUMBER

CONTOUR LINE

DISPOSAL FOR OTHER
 AT OTHER

EXTENDED OBSERVATION LINE

TRIP, CONSTRUCTION EARTHQUAKE



ACQUISITION AUTHORIZATION		EXTENDED OWNERSHIP LINE _____ TEMP. CONSTRUCTION EASEMENT _____	
X			
DEPARTMENT OF THE ARMY OFFICE OF THE OMAHA DISTRICT ENGINEER MISSOURI RIVER DIVISION			
DESIGN BY _____ X	REAL ESTATE FAMILY HOUSING X FORT CARSON, CO X		
DRAWN BY _____ X			
CHECKED BY _____ X			
SUBMITTED BY _____			
RECOMMENDED BY _____			
APPROVED BY _____ DATE _____ X			
U.S. GOVERNMENT PRINTING OFFICE: 1957 O - 308-741			
IN OTHER COUNTRIES OF DOMINATION, MADE BE 2088			
INSTALLATION OR PROJECT NO. _____ X	SHEET _____ OF _____	SCALE OF 1" = 40' 0"	
	METRIC	CONVERSION TABLE	

LEASE NO. DACA45-1-98-6022
FORT CARSON MILITARY RESERVATION
EL PASO COUNTY, COLORADO

PRELIMINARY ASSESSMENT SCREENING

Project Title: Fort Carson Affordable Housing Program: Family Housing

A. VISUAL SITE INSPECTION:

Date Site Visit: N/A

Check for the presence of the following:

	YES	NO
1. Unusual odors	_____	_____
2. Stained soils	_____	_____
3. Stressed vegetation/ Unusual dead or bare spots	_____	_____
4. Leachate seeps	_____	_____
5. Land features related to human activities	_____	_____
6. Unnatural surface features	_____	_____
7. Unauthorized dumping of trash/ disposal containers that may contain hazardous substances	_____	_____

B. RECORDS EXAMINATION/INTERVIEWS: Answer the following questions after review of records/interviews for the subject property.

1. Have there been any hazardous materials stored at the site (including structures and surrounding environment)?

X_____

If Yes to #1, answer following questions:

What type/quantity of materials? Hazardous materials stored in family housing units are of the type typically associated with residential use: Small quantities of paint, motor oil, pesticides, mineral spirits, gasoline, etc.

When/where were they stored? Due to the small quantities involved and continual turnover of housing occupants, storage records are not maintained. However, when units are vacated they

are inspected prior to being assigned to new tenants so no material would be left behind.

Was storage in compliance with applicable regulations?

Since these areas are residential, Federal and State hazardous materials storage regulations do not apply to Family Housing

- | | | |
|--|---------------------|---------------------|
| 2. Were any spills or releases into the environment (including structures and surrounding environment) recorded? | YES
<u> X </u> | NO
<u> </u> |
| 3. If YES to #2, was appropriate response taken for release or spill into environment? (Explain below) | <u> X </u> | <u> </u> |
| 4. Were any hazardous substances disposed on the property? | <u> </u> | <u> X </u> |

If YES to any question, give explanation including health and safety risks, nature, magnitude, and extent of any environmental contamination, and response taken if any. Also identify the potential environmental contamination liabilities associated with a real property acquisition, transfer, or disposal transaction. (Attach additional sheets if needed).

Environmental hazards associated with existing Family Housing are radon, asbestos containing materials and leadbased paint.

Radon testing has been completed for all family housing units. Sixty three units had radon levels above four picocuries per milliliter and required mitigation. Mitigation has been completed on three units. The remaining 60 units have not been mitigated. Information on radon surveys and units requiring abatement is available from the Directorate of Environmental Compliance and Management.

Comprehensive asbestos surveys have been conducted in existing family housing, however, not every unit has been surveyed. Asbestos containing materials have been identified in various building materials such as floor tile, pipe wrap, roofing materials, base cove and mastic, etc. Asbestos containing materials that are in poor condition and are an imminent health hazard are abated. Materials in good condition are managed in place until renovations or repairs would disturb the material. At that time, the material is abated. Due to the need for on-

going repair and maintenance activities, the exact status of asbestos containing materials for each family housing unit is not contained in this document but is available from the Directorate of Environmental Compliance and Management.

Leadbased paint surveys have been conducted in family housing, however not every unit has been surveyed. Leadbased paint has been identified in various locations such as painted interior trim and doors. Leadbased paint that is encapsulated (covered by other layers of non-leadbased paint) is left in place. Leadbased paint is chipping or peeling or that is accessible to children under the age of six is abated. Leadbased paint is abated when renovation or maintenance activities would disturb it. Due to the need for on-going repair and maintenance activities, the exact status of leadbased paint for each family housing unit is not contained in this document but is available from the Directorate of Environmental Compliance and Management.

Records for radon, leadbased paint, and asbestos containing materials are maintained by the Directorate of Environmental Compliance and Management. These records will be made available to the private contractor.

Pesticides are used by Family Housing residents and the Entomology Shop, and various contractors in Family Housing areas. Fort Carson and contract pesticide applicators are licensed and may only apply approved pesticides. Self-help pesticide application by Family Housing residents is limited to pesticides approved for use at Fort Carson. Pesticides are typically used for weed, insect, and rodent control.

There are no Comprehensive Environmental Response Compensation and Liability Act (CERCLA) sites at Fort Carson nor is it on the National Priorities List. However, the following solid waste management units requiring further investigation and corrective action (if necessary) per the Installation Resource Conservation and Recovery Act Permit are located within one mile of existing family housing:

FTC-008 (Landfill 4):

FTC-011 (Landfill 11)

FTC-013 (Landfill 9)

FTC-017 (Range 1, Open Burning Grounds):

FTC-024 (DRMO, Inactive Hazardous Waste Storage Area)

FTC-026 (Pete's Hill Dump)

FTC-034 (Golf Course Sewage Treatment Plant Effluent & Sludge Spreading Area)

FTC-028 (Silver Recovery Unit, Building 6270) No further action required

FTC-036 (Golf Course Holding Pond)

FTC-035 (Silver Recovery Unit, Building 6271) No further action required

FTC-037 (Silver Recovery Unit, Building 6010) No further action required

FTC-043 (DIO Hazardous Waste Storage Area)

FTC-044 (Drainage Ditch Adjacent to Building 301)

Investigation and corrective action, if necessary of the above SWMUs are in various phases of implementation. At the present time, these sites do not impact existing family housing.

C. **DOCUMENTATION:** The following environmental documents were reviewed to determine the existence or potential for a release of hazardous substances into the environment or structures of the subject property.

Current land use is family housing. Future land use will be family housing.

General Fort Carson References:

See Section 7 of Environmental Assessment for the Fort Carson Affordable Housing Program for a complete list of references.

D. **PROPOSED USES:** Family housing.

E. **RESTRICTIONS:** Property has no existing land use restrictions. Building 1919 may have restrictions on structural alterations depending on eligibility for the National Register of Historic Places.

F. **REMEDATION RESPONSIBILITY:** The Army would be the primary responsible party for any potentially required remediation caused by Army activities since the land is and will remain Army property. The contractor would be the responsible party for any potentially required remediation caused by contractor activities.

G. STATEMENT OF FINDINGS:

- | | YES | NO |
|---|----------|-------|
| 1. Is there any reason to suspect that any hazardous substance was stored, released into the environment or structures, or disposed of on the subject property? | <u>X</u> | _____ |
| 2. Is the proposed real property acquisition, transfer, disposal or outgrant transaction acceptable based on available information? | <u>X</u> | _____ |

H. CONCLUSIONS/RECOMMENDATIONS:

The Army proponent must carry out the DERP investigation procedures of AR 200-1, Chapter 9 or elect to exclude that portion of property from the real property acquisition, transfer, disposal or outgrant transaction. If appropriate response action has already been taken this does not apply. Contact the Directorate of Environmental Compliance and Management for further information. POC is Vicki McCusker, COMM (719) 526-4666.

X _____

Fort Carson is carrying out investigation procedures for solid waste management units in accordance with the RCRA permit.

Other Recommendations (See below)

X _____

See also Sections 4.14 and 5.15 (asbestos, leadbased paint, and radon), and 4.21 and 5.21 (cultural resources) of the Environmental Assessment for the Fort Carson Affordable Housing Program.

The licensee shall comply with all applicable laws, regulations, ordinances, conditions, instructions, policies or guidance issued by the Department of the Army and/or the Environmental Protection Agency, a state agency, the county or a municipality having jurisdiction to abate or prevent pollution wherein the premises are located.

In accordance with Army Regulation 200-1, Environmental Protection and Enhancement, Para 12-5, Real Property Transactions, the parties should identify in the license which party should conduct/prepare upon termination or renewal the exit Preliminary Assessment Survey (PAS). The original PAS was prepared 23 April 1996 and should be attached to a copy of the license.

Prior to licensee's vacation of the premises or any subsequent renewal, an exit PAS should be conducted, as agreed by the parties, to conform with Army regulation 200-1, 12-5.

A copy of the Preliminary Assessment Screening (PAS) is attached to the Environmental Assessment and the Report of Availability retained at the Fort Carson Real Property Office.

The POC is Vicki McCusker, COMM (719) 526-4666.

PRELIMINARY ASSESSMENT SCREENING

Project Title: Fort Carson Affordable Housing Program: Family Housing Construction Sites A, B, F, G, I, and L

A. VISUAL SITE INSPECTION:

Date Site Visit: 1, 5, and 12 April 1996

Check for the presence of the following:

	YES	NO
1. Unusual odors	<u> </u>	<u> X </u>
2. Stained soils	<u> X </u>	<u> </u>
3. Stressed vegetation/ Unusual dead or bare spots	<u> X </u>	<u> </u>
4. Leachate seeps	<u> </u>	<u> X </u>
5. Land features related to human activities	<u> X </u>	<u> </u>
6. Unnatural surface features	<u> X </u>	<u> </u>
7. Unauthorized dumping of trash/ disposal containers that may contain hazardous substances	<u> </u>	<u> X </u>

Stained soils/stressed vegetation or bare spots: Soils with salt accumulation were noted on site A in low areas. Soil was moist even though the winter of 1995-1996 has been drier than usual. The areas with heaviest salt accumulation did not have vegetation or it was stressed. Site A also contains an area that is eroded and has little vegetation. It appears as though the topsoil had been removed from that area.

Land features associated with previous structures were noted on Site A: Concrete foundations, concrete slabs, and remains of roads were observed. Site A is contains the remains of the former World War II Prisoner of War Camp.

Groundwater monitoring wells are located in sites A and I. These wells are used to determine ground water quality at the installation boundary. Wells located on the north boundaries of Sites A and I should not be impacted by construction and these wells shall not be disturbed during any construction activities. Access to the wells by Fort Carson must be maintained at all times. A well located in the middle of Site I will be impacted

by construction activities and must be closed in accordance with State of Colorado standards. Fort Carson is responsible for closure of this well prior to construction. In order to preclude tampering with these wells, the exact locations are not listed in this document but are available from the Directorate of Environmental Compliance and Management.

A gravel parking lot used for Command Post training exercises is located on top of the hill in Site F. This area is used for vehicle parking. No oil stains or other spills were noted during the site visit.

Various utility appurtenances (manholes, signs, etc.) were observed at Sites A, F, and G. Utilities may be underground at the other sites, however, signs, manholes or other structures were not observed.

B. RECORDS EXAMINATION/INTERVIEWS: Answer the following questions after review of records/interviews for the subject property.

- | | | |
|---|----------|-------|
| 1. Have there been any hazardous materials stored at the site (including structures and surrounding environment)? | YES | NO |
| | <u>X</u> | _____ |

If Yes to #1, answer following questions:

What type/quantity of materials? See below

- | | | |
|--|----------|----------|
| 2. Were any spills or releases into the environment (including structures and surrounding environment) recorded? | YES | NO |
| | <u>X</u> | _____ |
| 3. If YES to #2, was appropriate response taken for release or spill into environment? (Explain below) | <u>X</u> | _____ |
| 4. Were any hazardous substances disposed on the construction sites? | _____ | <u>X</u> |

If YES to any question, give explanation including health and safety risks, nature, magnitude, and extent of any environmental contamination, and response taken if any. Also identify the potential environmental contamination liabilities associated with a real property acquisition, transfer, or disposal transaction. (Attach additional sheets if needed)

There are no Comprehensive Environmental Response Compensation and Liability Act (CERCLA) sites at Fort Carson nor is it on the National Priorities List. However, the following solid waste management units requiring further investigation and corrective action (if necessary) per the Installation Resource Conservation and Recovery Act (RCRA) permit are located within one mile of proposed construction sites:

FTC-008 (Landfill 4):

FTC-011 (Landfill 11)

FTC-013 (Landfill 9)

FTC-017 (Range 1, Open Burning Grounds)

FTC-024 (DRMO, Inactive Hazardous Waste Storage Area)

FTC-026 (Pete's Hill Dump)

FTC-034 (Golf Course Sewage Treatment Plant Effluent & Sludge Spreading Area)

FTC-028 (Silver Recovery Unit, Building 6270) No further action required

FTC-036 (Golf Course Holding Pond)

FTC-035 (Silver Recovery Unit, Building 6271) No further action required

FTC-037 (Silver Recovery Unit, Building 6010) No further action required

FTC-043 (DIO Hazardous Waste Storage Area)

FTC-044 (Drainage Ditch Adjacent to Building 301)

Investigation and corrective action, if necessary of the above SWMUs are in various phases of implementation. Since these sites do not impact the construction sites detailed information is not included in this PAS but is available from the Directorate of Environmental Compliance and Management.

C. DOCUMENTATION: The following environmental documents were reviewed to determine the existence or potential for a release of hazardous substances into the environment or structures of the subject property.

Current land use is open space. Future land use will be family housing if the project is built.

General Fort Carson References:

See Section 7 of the "Environmental Assessment for the Fort Carson Affordable Housing Program" for a complete list of references.

D. PROPOSED USES: Family Housing.

E. RESTRICTIONS: Property has no existing land use restrictions.

F. REMEDIATION RESPONSIBILITY: The Army would be the primary responsible party for any potentially required remediation caused by Army activities since the land is and will remain Army property. The contractor would be the responsible party for any potentially required remediation caused by contractor activities.

G. STATEMENT OF FINDINGS:

	YES	NO
1. Is there any reason to suspect that any hazardous substance was stored, released into the environment or structures, or disposed of on the subject property?	<u>X</u>	_____
2. Is the proposed real property acquisition, transfer, disposal or outgrant transaction acceptable based on available information?	<u>X</u>	_____

H. CONCLUSIONS/RECOMMENDATIONS:

The Army proponent must carry out the DERP investigation procedures of AR 200-1, Chapter 9 or elect to exclude that portion of property from the real property acquisition, transfer, disposal or outgrant transaction. If appropriate response action has already been taken this does not apply. Contact the Directorate of Environmental Compliance and Management for further information. POC is Vicki McCusker, COMM (719) 526-4907 or DSN 691-4666.

X _____

Fort Carson is carrying out investigation procedures for solid waste management units in accordance with the RCRA permit.

Other Recommendations (See below)

X _____

See sections 5.18 and 5.20 of the "Environmental Assessment for the Fort Carson Affordable Housing Program" for survey requirements prior to construction.

The licensee shall comply with all applicable laws, regulations, ordinances, conditions, instructions, policies or guidance issued by the Department of the Army and/or the Environmental Protection Agency, a state agency, the county or a municipality having jurisdiction to abate or prevent pollution wherein the premises are located.

In accordance with Army Regulation 200-1, Environmental Protection and Enhancement, Para 12-5, Real Property Transactions, the parties should identify in the license which party should conduct/prepare upon termination or renewal the exit Preliminary Assessment Survey (PAS). The original PAS was prepared 23 April 1996 and should be attached to a copy of the license.

Prior to licensee's vacation of the premises or any subsequent renewal, an exit PAS should be conducted, as agreed by the parties, to conform with Army regulation 200-1, 12-5.

A copy of the Preliminary Assessment Screening (PAS) is attached to the Record of Environmental Consideration (REC) and the Report of Availability retained at the Fort Carson Real Property Office.

The POC is Vicki McCusker, COMM (719) 526-4666.